



**City Council Questions and Answers for  
Thursday, January 26, 2017**

These questions and answers are related to the  
Austin City Council meeting that will convene at 10:00 AM on  
Thursday, January 26, 2017 at Austin City Hall  
301 W. Second Street, Austin, TX



**Mayor Steve Adler**  
**Mayor Pro Tem Kathie Tovo, District 9**  
**Council Member Ora Houston, District 1**  
**Council Member Delia Garza, District 2**  
**Council Member Sabino Pío Renteria, District 3**  
**Council Member Gregorio Casar, District 4**  
**Council Member Ann Kitchen, District 5**  
**Council Member Jimmy Flannigan, District 6**  
**Council Member Leslie Pool, District 7**  
**Council Member Ellen Troxclair, District 8**  
**Council Member Alison Alter, District 10**

*The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.*

## **QUESTIONS FROM COUNCIL**

Agenda Item # 2: Approve an ordinance authorizing acceptance of \$100,000 in grant funds from The Schmidt Family Foundation – The 11th Hour Project and amending the Fiscal Year 2016-2017 Operating Budget – Special Revenue Fund of Austin Energy (Ordinance No. 20160914-001) to appropriate \$100,000 for electric vehicle program outreach and education activities, specifically targeting low-and moderate-income communities.

QUESTION: How much City funding will be needed to complete the activities outlined in the RCA? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER: No additional City funding will be required to complete the deliverables of this project. It leverages existing office space and budget already in place to support the growth of the Plug-In EVerywhere network to include an existing multi-family program.

Agenda Item # 5: Authorize award and execution of a construction contract with PIATRA, INC., for the Austin-Bergstrom International Airport Bus Shelter Improvements project in the amount of \$496,800 plus a \$49,680 contingency, for a total contract amount not to exceed \$546,480. (District 2)

QUESTION: Where did the idea to create the new Bus Shelter come from? COUNCIL MEMBER GARZA'S OFFICE

ANSWER:

The Aviation Department working in collaboration with Cap Metro determined the need for the existing bus shelter to be replaced due to:

- First, the proposed Bus Shelter design and effort is in response to the growing ridership demands -according to CapMetro statistics combined ridership at these routes has doubled in the last 3-4 years. Bus ridership also increase during events such as South by SW and ACL, in proportion to ABIA passenger traffic spikes. The existing shelter is too small to meet existing and future needs.
- Second, replacing this shelter was identified as a needed improvement when studying pedestrian/mobility connectivity for the airport.

- Third, the old bus shelter is incompatible with Cap Metro's new modernized standards (digital displays, charging stations, etc.) In its current condition, the existing station would not have been able to be converted.

In regards to why the new bus station will be build modeling the guitar design:

- Working in partnership with CapMetro throughout the design process, this Bus Shelter, which is located at the ABIA terminal curbside, unites: technology, art and function in a way that represents today's Austin and provides an enhanced experience for travelers coming to and from Austin. The artistic design of the new shelter will welcome visitors in the spirit of Austin and highlight the good experiences they will have in our city.

QUESTION: Would any funding for this project be available through the Art in Public Places program? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER: AIPP funding is not appropriate for this project as this project is considered a capital asset. Since the bus shelter is in need of substantive improvements to meet the increase demand, the Aviation Department working with Cap Metro made a decision to enhance the bus shelter design standard to a more iconic Austin theme.

Agenda Item # 10: Authorize award and execution of a construction contract with EXCEL CONSTRUCTION SERVICES, LLC for the Montopolis Reclaimed Water Initiative Storage Reservoir and Pump Station project in the amount of \$10,825,000 plus a \$541,250 contingency, for a total contract amount not to exceed \$11,366,250. (District 2)

QUESTION: As a part of the current Austin Water rate case, is it the intention of the rate case to bring reclaimed water service customers up to cost of service of providing reclaimed water? If so or not, please explain. COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER:

The reclaimed water system is a critical component of Austin Water's water supply and conservation portfolio. Austin Water's reclaimed water system is a cost effective water supply option. The Water Forward Integrated Water Resource Planning Task Force continues to analyze our water supply options, including the reclaimed water system.

At this time, the rate revenue from reclaimed water services does not cover the costs of providing the reclaimed water service. For customers that are currently using potable water and wish to convert to reclaimed water, they pay approximately 40% of the current potable rate. This rate provides an incentive to customers to incur the expenses needed to convert to using reclaimed water. However, for new construction of commercial businesses within 250 feet of an existing reclaimed water main, it is mandatory by City Code that these customers connect to the reclaimed system for irrigation purposes. The rate for these mandatory customers is 70% of the current potable water rate.

Agenda Item # 12: Authorize execution of a construction contract with PEPPER-LAWSON WATERWORKS, LLC, for the Walnut Creek Wastewater Treatment Plant Tertiary Filter Rehabilitation project in the amount of \$25,218,000 plus a \$1,260,900 contingency, for a total contract amount not to exceed \$26,478,900. (District 1). Related to Item # 11.

QUESTION: 1) How can the City Council be sure that this is a competitive bid, considering the City only received one bid for the \$26 million contract? 2) Is there administrative oversight or analysis to ensure that the contract proposal is, in fact, a competitive proposal, ensuring the most efficient and responsible use of ratepayer funds? 3) Are there recommendations on how the City might ensure more bids are received? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER: See attachment.

Agenda Item # 16: Approve an ordinance amending City Code Chapters 2-3 and 2-7 relating to the duties and functions of the City Auditor and the Ethics Review Commission, the code of ethics, and financial disclosure; and creating an offense.

QUESTION: Is the requirement for Mayor and Council to file a statement of financial information for the previous calendar year within 30 days of the end of their term in office a new requirement? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER: See attachment.

Agenda Item # 18: Approve an ordinance amending the Fiscal Year 2016-2017 City of Austin Fee Schedule, attached as Exhibit A to Ordinance No. 20160914-003, to change the fee for providing a zoning compliance letter from \$513 to \$35.

QUESTION: Why are we lowering this fee? What impact will it have on the budget? COUNCIL MEMBER ALTER'S OFFICE

ANSWER: This item will be withdrawn and re-posted to February 2, 2017 via Changes and Corrections. An answer will be provided with that week's Q&A Report.

Agenda Item # 19: Approve an ordinance establishing a pilot program related to sound equipment for certain businesses located on Red River Street.

QUESTION:

- 1) Did the Music Commission hear from any of the neighborhoods north of Downtown and along Waller Creek before making its recommendations? Did they review the presentation that was presented by sound engineer Chad Himmel to the Music Commission in 2014?
- 2) Please provide the number of tickets by hour given by APD in the Sixth



Street area on Fridays and Saturdays over the last 12 months.

3) Would venues in this area be required to invest in additional sound mitigation strategies or equipment during the course of this pilot?

4) Would there be enhanced noise enforcement efforts during the pilot? If so, please describe. If there are costs associated with these efforts, please provide estimates.

5) Has APD offered a recommendation on this proposal?

MAYOR PRO TEM TOVO'S OFFICE

ANSWER:

1) The Music Commission minutes for the meeting when the Recommendation associated with the proposed sound extension for Red River do not reflect review of the presentation by Chad Himmel from 2014 nor that any public comment from neighborhoods received. However, the Recommendation does acknowledge, "concern of sound travel from the area."

2) See attachment.

3) Additional mitigations strategies would not be required during the study period, but they could be recommended based on data collected.

4) The Music Office will supplement sound monitoring efforts through staff support and sound monitoring equipment. No additional resources are needed to execute these functions.

5) APD has not provided a recommendation or developed an official position on this proposal.

QUESTION: 1) Who are the stakeholders referenced in Part 5 (C) of the proposed ordinance? Is it possible to also include representatives from neighborhoods north of the Red River music district?

2) Who composes the working group mentioned in Part 5 (A)?

3) A study conducted by a sound engineer and presented to the Austin Music Commission in 2012 showed that music travels within the Waller Creek Basin to neighborhoods more than 30 blocks north of the Red River music venues. With that in mind, are there plans to mitigate the transmission of sound along Waller Creek?

COUNCIL MEMBER POOL'S OFFICE

ANSWER:

1) The stakeholders associated with this pilot program include both residents, hotels and music venues in the Red River Cultural District. Neighborhoods north of Red River can also be included in this study.

2) The working group will consist of representatives from various City departments, including the Economic Development Department's Music Office and neighborhood advisors from the Planning and Zoning Department, along with the special events units of the Austin Police Department, Austin Fire Department, and Austin Transportation Department.

3) The referenced study has already resulted in the adoption of sound mitigation efforts by various venues along Red River. No additional sound mitigation will be required of the participating venues during the study period, but may be recommended based on the data collected.

Agenda Item # 21: Authorize the consent to a partition, partial assignment and assumption of a lease agreement between The Austin Symphony Orchestra Society and Waller Creek Conservancy relating to an existing long-term lease on Symphony Square, located at 1101 Red River. (District 9)

QUESTION: 1) Can we have a detailed explanation of what the 'partition, partial assignment and assumption of the lease agreement' means and what, if any, fiscal impact it may have? 2) What kind of activity will be conducted on the property being partitioned to the Waller Creek Conservancy? 3) Also, please share a copy of the "original" lease with Austin Symphony Orchestra Society.

COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

1) The "Partition, Partial Assignment and Assumption" transfers a portion of Symphony Square's lease to the Waller Creek Conservancy resulting in two separate leases- one with the Austin Symphony, the other with the Waller Creek Conservancy. The transfer does not otherwise change the terms of the original lease, does not have a fiscal impact, and requires the City's consent.

2) The Austin Symphony Orchestra Society and the Waller Creek Conservancy will share the use of the amphitheater. Both entities will honor the intent of the original lease regarding restoration, preservation and maintenance of historical structures, educational, cultural, and artistic purposes. The Waller Creek Conservancy is working in partnership with the City of Austin to restore and revitalize Waller Creek and the surrounding parks and public spaces, including the portion of the creek that runs through Symphony Square.

3) Attached are the (1) Original Lease, (2) 1977 and 1978 amendments, (3) the Deed (with the lease attached) and (4) the draft Partition, Partial Assignment and Assumption of a lease Agreement. Several documents are attached because it is important to know that the city was deeded the property, subject to, the Original and amended lease.

Agenda Item # 35: Authorize negotiation and execution of an interlocal agreement with the Capital Metropolitan Transportation Authority for the establishment of a public plaza and a permanent downtown rail station on 4th Street, between Red River Street and Trinity Street, and to conduct the necessary process to establish two-way traffic on 5th Street between IH 35 and Brazos Street.

QUESTION: What district is this in? Is there a list of dates and locations for public engagement? COUNCIL MEMBER HOUSTON'S OFFICE

ANSWER:

1) District 9. 2) ATD presented to Downtown Austin Alliance Mobility Committee on September 14 and Mobility Committee on October 5.

Agenda Item # 42: Approve a resolution related to Austin Resource Recovery's

curbside textile collection contract.

QUESTION:

- 1) Please provide a list of the stakeholders who participated in the December 2016 meeting.
  - 2) Mr. Angoori's memo dated 1-23-17 reads that "[p]ublic dollars may be used to reimburse the vendor for its initial investment in the service . . ." emphasis mine]. Is the city required to make such reimbursements? If so, what is the estimated total amount?
  - 3) Both the memo cited above and the Q/A provided to my Council office in December 2016 provides figures for the amount of textiles going to the landfill. Are there estimates for how much of those textiles could be reused or repurposed? Any estimates on the amount of housewares that end up in the landfill?
  - 4) Please provide details about the extent of feedback that has been received through the customer service line (ie. number of calls from unique individuals, etc.)
  - 5) Please describe ARR's past outreach to organizations that resell textiles to encourage increased collections as well as ARR's advocacy and education to customers to avoid throwing away useful items.
- MAYOR PRO TEM TOVO'S OFFICE

ANSWER: See attachment.

Agenda Item # 46: Approve a resolution initiating a City Code amendment to remove the supermajority requirement for the Historic Landmark Commission to recommend historic zoning of a property over the protest of the owner.

QUESTION: Can staff provide a report, including addresses, of all demolition permits submitted and taken up by the Historic Landmark Commission in 2016? COUNCIL MEMBER TROXCLAIR'S OFFICE

ANSWER: See attachment.

QUESTION:

- 1) Since July of 2015, how many cases received a majority vote in support of historic zoning but not a two-thirds majority of the members of the Historic Landmark Commission (when a record owner protested the zoning)?
  - 2) How many demolition permits were released for properties for which the Preservation Officer recommended initiating (H) zoning?
  - 3) Please list numbers of demolitions by month since July 2015. When possible, please list by City Council district.
- MAYOR PRO TEM TOVO'S OFFICE

ANSWER: See attachment.

Agenda Item # 72: C14-2016-0023.SH - Elysium Park - District 7 - Conduct a public hearing and approve an ordinance amending City Code Title 25 by rezoning

property locally known as 3300 Oak Creek Drive (Walnut Creek Watershed) from industrial park-conditional overlay (IP-CO) combining district zoning and rural residence (RR) district zoning to multifamily residence-moderate-high density-conditional overlay (MF-4-CO) combining district zoning. Staff Recommendation: To grant multifamily residence-moderate-high density-conditional overlay (MF-4-CO) combining district zoning. Zoning and Platting Commission Recommendation: To grant multifamily residence-moderate-high density-conditional overlay (MF-4-CO) combining district zoning. The ordinance may include waiver of fees. Owner/Applicant: Two-Way Land, L.P. (John K. Condon). Agent: Waeltz & Prete, Inc. (Antonio A. Prete). City Staff: Sherri Sirwaitis, 512-974-3057. A valid petition has been filed on opposition to this rezoning request.

QUESTION: For NHCD - 1) Do we typically grant zoning changes prior to issuing a letter of support for TDHCA tax credits? 2) Can the zoning change be conditional on award of the tax credits? 3) Does NHCD have a recommendation on whether we should wait to approve the zoning change prior to issuing a letter of support to TDHCA? COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

1) A zoning case outcome is typically not a factor as to when NHCD brings forward a Recommendation for Action (RCA) for Resolutions of Support for developers applying to the 9% Low Income Housing Tax Credit Program (LIHTC) administered by the Texas Department of Housing and Community Affairs (TDHCA).

A zoning change could occur at any time of the year, but the 9% competitive tax credit cycle is on a statutorily-mandated schedule, with applications due on March 1 each year.

Because of the housing impact and economic benefits that an award of competitive 9% tax credits brings, Council customarily has provided a Resolution of Support for all Austin projects. To give some perspective, this year there are 19 "Pre-applications" submitted by developers to TDHCA from Region 7 (Travis and surrounding counties). The amount of tax credits available will only be enough to fund approximately 3 projects in Region 7. Therefore, it is quite likely that projects that scored low in the Pre-application period will elect not to spend the money (around \$50,000) to submit a full application.

2) TDHCA awards tax credits at its July Board Meeting each year. Zoning does not have to be in place at the time of the award but would have to be in place by mid-September following TDHCA Board approval. Otherwise, the tax credits would be forfeited. Therefore, Council could take action to approve the zoning change on 1st reading and 2nd reading before July. Then, if a project received an award of tax credits in July, timing would necessitate that Council take action on the zoning change for 3rd reading at one of the meetings scheduled in August 2017 in order to meet the mid-September deadline.

3) NHCD staff has no recommendation either way on taking action on the zoning change prior to issuance of a Resolution of Support. However, if the zoning change is not granted, depending on timing, NHCD staff could request the item approving a Resolution for Support be pulled since the project would not be eligible for an award of tax credits. Upon contacting the developer, the developer has asserted significant delay would require the developer pay the seller of the property for monthly extensions. NHCD staff would recommend this information be taken into consideration in any decision to delay action.

Agenda Item # 73: C14-2016-0050 - Plaza Saltillo Tract 1/2/3 - District 3 - Conduct a public hearing and approve an ordinance amending City Code Title 25 by rezoning property locally known as 901, 1011, and 1109 E. 5th Street (Waller Creek Watershed) from transit oriented development-neighborhood plan (TOD-NP) combining district zoning to transit oriented development-central urban redevelopment-neighborhood plan (TOD-CURE-NP) combining district zoning. Staff Recommendation: To grant transit oriented development-central urban redevelopment-neighborhood plan (TOD-CURE-NP) combining district zoning. Planning Commission Recommendation: To grant transit oriented development-central urban redevelopment-neighborhood plan (TOD-CURE-NP) combining district zoning. Owner: Capital Metro Transportation Authority (Shanea Davis). Applicant: Land Use Solutions, LLC (Michele Haussmann). City Staff: Heather Chaffin, 512-974-2122.

QUESTION: 1) What, if any, are the wage/worker safety standards on this development site and tracts 4-6, including private agreements? 2) How many on-site affordable units would be required with the desired entitlements if the development did not include a fee-in-lieu request for the commercial square footage? 3) If the owner/developer does not obtain TDHCA tax credits, will they be required to construct the same number of affordable units, at the same level of affordability. COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

1) The following information has been provided by the Applicant, Michele Haussmann. Summary of Plaza Saltillo Workers Protection Provisions for the project:

- Living Wage of \$13.03 / hr for all construction workers
- OSHA-10 safety certification/training for all workers
- OSHA-30 safety certification for project supervisor and appointed safety representative
- Higher levels of insurance for all workers
- Advertising of open labor positions with local hands-on construction craft training programs
- Independent, on-site, 3rd party monitoring

2) If the developer was required to provide on-site affordable units on the residential, office and retail square footage based on the desired entitlements and not pay the fee-in-lieu, the developer has indicated the total number of

units would be 184 instead of 141.

3) The development of the block that includes the TDHCA tax credit project, would be required to construct the same number of affordable units at the same level of affordability regardless of a successful tax credit application or not. A restrictive covenant is being negotiated with the Endeavor team that puts the liability of producing these units and the affordability level on Endeavor. The terms of the restrictive covenant will be finalized at time of 3rd reading.

Agenda Item # 80: C14-2016-0097 - South Congress Residences - District 3 - Conduct a public hearing and approve an ordinance amending City Code Title 25 by rezoning property locally known as 4714 South Congress Avenue (Williamson Creek Watershed) from general commercial services-mixed use-conditional overlay-neighborhood plan (CS-MU-CO-NP) combining district zoning to general commercial services-mixed use-vertical mixed use building-neighborhood plan (CS-MU-V-NP) combining district zoning. Staff Recommendation: To grant general commercial services-mixed use-vertical mixed use building-neighborhood plan (CS-MU-V-NP) combining district zoning. Planning Commission Recommendation: To grant general commercial services-mixed use-vertical mixed use building-neighborhood plan (CS-MU-V-NP) combining district zoning. Owner: Diamond Real Estate Investment, Inc. (Curt Sutherland). Applicant: Guefen Development Company (David Kulkarni). Agent: Alice Glasco Consulting (Alice Glasco). City Staff: Wendy Rhoades, 512-974-7719.

QUESTION: 1) What water infrastructure will the development be required to pay for? 2) Is the existing water infrastructure sufficient to accommodate the increased density on these sites? COUNCIL MEMBER ALTER'S OFFICE

ANSWER:

The developer will be responsible for the cost of any water or wastewater infrastructure necessary to serve the development. The act of submitting construction plans will trigger a review of the development's water and wastewater demands upon the City's utility system. During that analysis, if additional infrastructure improvements are required, then the developer will be notified of such. Rezoning of a property does not trigger a review of the capabilities of the utility system because demands on the utility system can significantly change between the time that zoning has been approved and construction plans are actually submitted.

However, there is an existing 12-inch water line located in front of this site in South Congress Avenue. The existing 12-inch water line is probably sufficient to serve the development, but that determination will not be made until the plans are submitted for review.

See attachment for further information.

Agenda Item # 82: C14-2016-0106 - 4411 SOCO - District 3 - Conduct a public hearing and approve an ordinance amending City Code Title 25 by rezoning property locally known as 4411 South Congress Avenue (Williamson Creek Watershed) from general commercial services-mixed use-neighborhood plan (CS-MU-NP) combining district zoning to general commercial services-mixed use-

vertical mixed use building-neighborhood plan (CS-MU-V-NP) combining district zoning. Staff Recommendation: To grant general commercial services-mixed use-vertical mixed use building-neighborhood plan (CS-MU-V-NP) combining district zoning. Planning Commission Recommendation: To grant general commercial services-mixed use-vertical mixed use building-neighborhood plan (CS-MU-V-NP) combining district zoning. Owner: Olivia and Harry Wilke. Applicant: LEMCO Holdings, LLC (David Cox). Agent: Alice Glasco Consulting (Alice Glasco). City Staff: Wendy Rhoades, 512-974-7719.

QUESTION: 1) What water infrastructure will the development be required to pay for? Is the existing water infrastructure sufficient to accommodate the increased density on these sites? 2) Why is the applicant on one property willing to make 15% of the units affordable, while the other property is only making 10% of the units affordable? What differences exist between the two sites that would justify this? COUNCIL MEMBER ALTER'S OFFICE

ANSWER: 1) The developer will be responsible for the cost of any water or wastewater infrastructure necessary to serve the development. The act of submitting construction plans will trigger a review of the development's water and wastewater demands upon the City's utility system. During that analysis, if additional infrastructure improvements are required, then the developer will be notified of such. Rezoning of a property does not trigger a review of the capabilities of the utility system because demands on the utility system can significantly change between the time that zoning has been approved and construction plans are actually submitted.

However, there is an existing 12-inch water line located in front of this site in South Congress Avenue. The existing 12-inch water line is probably sufficient to serve the development, but that determination will not be made until the plans are submitted for review.

2) This question is better answered by the Applicant. During the Planning Commission hearing on these two items, the Applicant indicated that there are differing market conditions on the two properties, however, staff does not know whether the differing market conditions refer to a locational context (Item # 80 is on the west side of S Congress, # 82 is on the east side of S Congress) or from a target resident / office-retail context.

See attachment for more information on this item.

QUESTION: To prevent an environmental disaster due to the decaying pipes within the sewer system at close proximity to the area, which the new developments would be using as well. Who can give the ok in writing that the current sewer system will take on new demand (would be adding 1000+ persons per day within the area), not to leak nor break to create an environmental disaster. Who can sign off on that and who will be accountable, should an incident occur due to increased overload of the sewer system?

COUNCIL MEMBER RENTERIA'S OFFICE


ANSWER:


Austin Water will authorize a connection to the City's wastewater collection

system. A decision is made at the time that construction plans are submitted; and not during the zoning process because there can be a significant time delay between a zoning action and the submittal of construction plans. That decision is based upon information known at that time of the submittal. If a wastewater main is known to have re-occurring problems (which could be related to different factors), the Austin Water may either: 1). require the main to be replaced by the developer, 2). require the developer to construct a new main that would direct wastewater flows to another portion of the City's wastewater system; or 3) create a City capital improvement project because there are problems in a larger geographical area that may include the proposed development (and in such cases, the developer may be required to participate in the cost or the construction of that project). Austin Water's Systems Planning division models and evaluates different portions of the City's wastewater system to identify wastewater constraints based upon projected population growth, known densities, and information from the Collection System Engineering division. Austin Water's Collection System Engineering division identifies areas that have wastewater problems through the smoke testing of wastewater mains, televising of wastewater mains, and walking the routes of wastewater mains to identify causes for extraneous water inflow into the City's wastewater collection system. Additionally, that division will propose capital improvement projects to address known wastewater collection system problems. Austin Water also requires developers to conduct manhole assessments if the proposed development is connecting to an existing City manhole to assist in determining if there is a potential problem with that section of the wastewater collection system.

It should be noted that in some cases, wastewater overflows are created by vandalism, accidents, or environmental events such as a flood. Austin Water conducts its due diligence to prevent any wastewater overflows from its wastewater collection system to the greatest extent financially possible. Austin Water works in conjunction with the Watershed Protection Department to mitigate any impact to the community and the environment should a wastewater overflow occur.

## **END OF REPORT - ATTACHMENTS TO FOLLOW**

 *The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.*

 *For assistance, please call 512-974-2210 or TTY users route through 711.*





### Council Question and Answer

**Related To**

Item #12

**Meeting Date**

January 26, 2017

### Additional Answer Information

**QUESTION:** 1) How can the City Council be sure that this is a competitive bid, considering the City only received one bid for the \$26 million contract? 2) Is there administrative oversight or analysis to ensure that the contract proposal is, in fact, a competitive proposal, ensuring the most efficient and responsible use of ratepayer funds? 3) Are there recommendations on how the City might ensure more bids are received? COUNCIL MEMBER TROXCLAIR'S OFFICE

**ANSWER:**

This solicitation was advertised three consecutive Mondays in the Austin American Statesman and contained a solicitation period of 46 days. The solicitation documents were made available to minority trade associations, the Small & Minority Business Resources Department plan room (a centralized file library to which the public has access to view solicitation documents), and plan rooms of other associations. A complete set of solicitations documents were made available through Austin Finance Online (AFO). Registered vendors with the City of Austin who perform a scope associated with the project were notified via email by AFO about this solicitation.

As part of our procurement process, when the solicitation results in no bids or only one bid, we contact Prime vendors who attended the solicitation pre-bid meeting to solicit their feedback as to why they did not submit a bid. For this particular solicitation, the feedback received from bidders who attended the pre-bid meeting, but did not submit a bid included:

1. Project duration was too long
2. City project requirements were numerous
3. Their level of ongoing work did not allow an opportunity to submit a bid
4. Contractor felt they would not have an opportunity to be the lowest bidder given the other Prime firms that attended the pre-bid meeting.

Given the feedback received, we believed that this solicitation was effective and no changes could be made to result in more bids received.

The City's project team thoroughly reviewed Pepper-Lawson's bid and the Engineer's Opinion of Probable Construction Cost (EOPCC), followed by meeting with the engineering consultant and calling the bidders who did not submit bids to decide if the received bid prices were reasonable and competitive. The City's staff team found that there were two major factors that contributed to the higher than expected bid outside the estimated range and may have led to no other bids being received.

Project duration and complexity: The project duration is 1095 calendar days, which is considered long from a contractor's point of view. In addition, within the 3 year duration, there will be multiple starts and stops due to

constraints involving a continuously running wastewater plant. We believe that the contractor gave more weight to this than the engineer anticipated. Black & Veatch (our consulting engineer for the project) believes this may have resulted in an increase of 2% to 5%.

Low electrical and instrumentation and controls (I&C) estimate: The engineer's estimate of the electrical and I&C scope amounted to \$2,192,726. Pepper-Lawson's subcontractor, T. Morales, bid \$3,802,000, which we believe is a more appropriate value for the given work. This is a \$1,609,274 difference in electrical and I&C cost between the engineer's estimate and the contractor's bid.

Attributing cost to the electrical and I&C alone, the resulting adjusted -10% to +15% range is approximately \$19,837,430 to \$25,347,827. This adjusted range encompasses Pepper-Lawson's bid and staff believes the bid to be reasonable and competitive; therefore, staff recommends City Council approval.

Recommendation: We understand the importance of having maximum competition from vendors for all procurements. Recognizing the large amount of construction and engineering work available in Central Texas and throughout the State and the need to heighten competition in City solicitations, we have increased our efforts to engage contractor and professional associations, the Minority Trade Associations (quarterly meeting), and the City's Construction Advisory Committee (monthly meeting) to inform them of the City's contracting opportunities to include project scope, timeframe, and estimated cost. We will continue with these outreach efforts and look to expand our network. Additional actions we will take:

1. Modify our process to solicit feedback from all Prime contractors that attend a pre-bid meeting and do not submit a bid regardless of the number of bids received. The additional feedback received will leverage our ability to enhance our procurement process.
2. We have received consistent feedback regarding the importance of allocating appropriate time for the solicitation period. Given the amount of construction work available in the market, contractors may require as much time as possible during the solicitation period to consider submitting a bid. Our existing solicitation process allows for a longer solicitation period of six weeks for projects greater than or equal to \$2M. Moving forward, we will deliberate adding an additional one to two weeks to the solicitation period for projects greater than or equal to \$15M in an effort to provide more time for contractors to appropriately consider submitting a bid.



### Council Question and Answer

**Related To**

Item #16

**Meeting Date**

January 26, 2017

### Additional Answer Information

**QUESTION:** Is the requirement for Mayor and Council to file a statement of financial information for the previous calendar year within 30 days of the end of their term in office a new requirement? COUNCIL MEMBER TROXCLAIR'S OFFICE

**ANSWER:**

The Ethics Review Commission recommended amending City Code Section 2-7-72(A) to clarify the requirement for outgoing Council Members to file statements of financial information ("SFIs") that cover the last full calendar year of their terms. The proposed language would require an outgoing Council Member to file an SFI to cover the previous calendar year within 30 days of leaving office.

Under the current City ordinance, it is unclear whether outgoing Council Members are required to file SFIs to cover the prior calendar year when their terms end. To the extent that the current ordinance does not clearly require outgoing Council Members to file SFIs for the prior calendar year when their terms end, this would be a new requirement.

In the past, there have been questions from outgoing Council Members as to whether they are required to file SFIs under the current ordinance. Under current Section 2-7-72(A), by the last Friday of April, Council Members must file an SFI that covers the prior calendar year. However, the terms of outgoing Council Members who are not re-elected end in early January. Outgoing Council Members are no longer City officials by April when annual SFIs are normally due. Therefore, it is unclear whether outgoing Council Members are required to file SFIs under current Section 2-7-72(A).

Current City Code Section 2-7-72(B) states as follows in relevant part:

However, any salaried City official who resigns or is terminated for any reason shall file with the city clerk a public statement of financial information which shall cover the current year to the date of resignation or termination on or before his last day as a salaried employee. In such event, a salaried employee shall not be required to file a public statement of financial information for the year in which the resignation or termination occurred. He shall, at that time, also file a statement of financial information for the previous year if one has not been submitted prior to the employee's termination date.

Under current Section 2-7-72(B), a salaried City employee who is considered a City official under Article 5 of Chapter 2-7 of City Code, who is required to file an annual SFI, and who resigns or is terminated must file an SFI that covers the current year up until the date of resignation or termination on or before the employee's last day. In addition, if the employee has not yet filed an SFI to cover the prior calendar year, the employee must also file an SFI that covers the prior calendar year on or before the employee's last day.

In the past, there has been confusion as to whether Section 2-7-72(B) applies to Council Members, who are elected officials and who are not generally thought of as salaried employees. In addition, outgoing Council Members whose terms end are not technically resigning from office or being terminated from employment, which has added to the confusion.

The proposed amendment would clarify that outgoing Council Members are required to file SFIs that cover their last full calendar year in office.

# Sixt Street District Weekend Violations 2016 Summary

Hour	Friday	Saturday	Total
12:00 AM	261	165	426
1:00 AM	153	50	203
2:00 AM	49	61	110
3:00 AM	7	10	17
4:00 AM	11	4	15
5:00 AM	0	1	1
6:00 AM	24	1	25
7:00 AM	16	13	29
8:00 AM	14	12	26
9:00 AM	21	15	36
10:00 AM	15	14	29
11:00 AM	25	23	48
12:00 PM	33	19	52
1:00 PM	15	15	30
2:00 PM	20	19	39
3:00 PM	34	12	46
4:00 PM	35	14	49
5:00 PM	11	15	26
6:00 PM	17	17	34
7:00 PM	37	32	69
8:00 PM	32	19	51
9:00 PM	69	28	97
10:00 PM	55	31	86
11:00 PM	86	48	134
<b>Grand Total</b>	<b>1,040</b>	<b>638</b>	<b>1,678</b>

Item 19

I

**Q: Please provide the number of tickets by hour given by APD in the Sixth Street area on Fridays and Saturdays over the last 12 months.**

To answer this question, we used the definition for the Sixth Street District as defined in Chapter 9-2:

Begins at the intersection of IH-35 and Fifth Street (East)  
North along IH-35 to the intersection of Seventh Street (East)  
West along Seventh Street (East) to Congress Avenue  
South along Congress Avenue to Fifth Street (East)  
East along Fifth Street (East) to IH-35, the place of beginning.

The City of Austin Municipal Court IT Quality Performance Team Unit compiled the ticket information per hour for Fridays and Saturdays for Calendar 2016 within the Sixth Street District as defined above. Please refer to the attached table "Sixth Street District Weekend Violations 2016 Summary" for the totals listed by hour. The data includes citations for Traffic, Parking, Criminal Misdemeanor and City Ordinance. The information does not include Red Light Camera violations.

Nov. 19, 1974

*Symphony Square*

THE STATE OF TEXAS  
COUNTY OF TRAVIS

( )  
( ) KNOW ALL MEN BY THESE PRESENTS:  
( )

THAT WHEREAS, the Urban Renewal Agency of the City of Austin is the Owner of certain land which is being redeveloped for park, recreation, and other public uses in accordance with the Brackenridge Urban Renewal Plan; and,

WHEREAS, the Agency is the Owner of certain venerable historical buildings, each of which has contributed to the heritage and culture of this City; and,

WHEREAS, it is the desire and determination of the Agency to restore such structures to usefulness insofar as that can be accomplished; and,

WHEREAS, the Agency does not possess the very long term capability of maintaining these historical structures which should be preserved for future generations; and,

WHEREAS, The Austin Symphony Orchestra Society shares the concern of the Agency for the restoration, preservation and maintenance of such historical structures, and in addition, has both the desire and the financial capacity to undertake the long term maintenance and up-keep thereof; and,

WHEREAS, both parties have determined that it is in the public interest to pool their resources to assure the restoration and long term maintenance of these historical examples of our city's early architecture; NOW, THEREFORE,

W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation, acting herein by and through its duly authorized Chairman, hereinafter called "LESSOR", and The Austin Symphony Orchestra Society, a Texas non-profit corporation, acting herein by and through its duly authorized President, hereinafter called "LESSEE", do hereby agree as follows:

1. DEMISE OF PROPERTY. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that certain real property situated in the City of Austin, Travis County, Texas, more particularly described in



Exhibit "A" attached hereto and made a part hereof for all purposes, which and buildings collectively are known as: "Symphony Square" and "Symphony Plaza".

2. TERM. The primary term of this lease shall begin June 1, 1975, and shall end at midnight, December 31, 2025, unless sooner terminated as herein provided.

3. RENEWAL OPTION. Lessee shall have the right to renew and extend this lease for an additional term of fifty (50) years upon the same terms and conditions as in effect for the primary term. Said option shall be exercised by Lessee giving written notice thereof to Lessor on or before December 31, 2024.

4. RENT. The Lessee agrees to pay the Lessor as rent for the premises the sum of \$7,200.00 yearly, payable in monthly installments of \$600.00 on the first day of each month, in advance, SUBJECT, HOWEVER, to the following:

(a) Lessee shall be credited with all funds actually expended by Lessee as part of the original cost of relocation and restoration of the buildings, including but not limited to, funds used for architects fees, engineering cost, and building moving and refinishing expense.

(b) Lessee shall be credited with all funds actually expended by Lessee in furnishing the buildings, provided such furnishings become the property of Lessor at the end of the term for continued use in the buildings.

(c) Lessee shall be credited with all funds actually expended by Lessee for repairs and replacements to the buildings.

It is clearly understood by the parties that Lessee shall not receive credit on its rental payments for normal operating expenses such as telephone, utilities, insurance, office supplies and equipment and the like.

5. USE OF THE PREMISES. The Lessee shall use the leased premises for its educational, cultural and artistic purposes and for no other purpose in accordance with the following conditions:

(a) For purposes of this agreement the terms "educational, cultural and artistic purposes" shall include but not be limited to the following: the maintenance of a permanent visible presence of the cultural and historical



dimnsion of the Lessee Society, with particular emphasis on music and the performing arts; the maintenance of historical or restored buildings demonstrating the cultural heritage of the community; the display of artifacts, heirlooms, antiques and tools related to the early history of the area; the demonstration of arts, crafts, handicraft and creative skills of a quality and variety tending to educate the public in the appreciation of the artist, the craftsman and the pioneer; the sponsorship and conduct of seminars, concerts, recitals, ballets, operas, and dramatic performance, and the general promotion and encouragement of the performing arts and the creative talents of the community and the education of the public in the appreciation thereof.

(b) It shall not be deemed inconsistent with the foregoing that admission shall be charged for the seminars, exhibits, concerts or performances to be conducted on the premises, and it is understood and agreed that artisans and craftsmen shall be entitled to offer for sale to the public by express authority of the Lessee, but not otherwise, those items which are consistent with the educational, cultural and artistic purposes expressed herein.

(c) The parties understand and agree that food and beverage service facilities for the convenience of the public may be maintained either by volunteer services, catering, or sub-contract.

(d) It is agreed and understood that a portion of one of the buildings may be set aside for use as an office by the Austin Symphony Orchestra Society at which tickets to musical and other cultural activities may be sold.

(e) No person shall ever be denied access to the premises because of race, color, creed, sex or national origin.

#### 6. LESSORS OBLIGATIONS.

(a) Lessor agrees to contract for the engineering, moving and restoration of the three historical buildings locally known as "The New Orleans Club", "Hardeman House" and "Hamilton House" and will provide funds not to exceed a maximum of \$90,000.00 for each building, conditioned upon

the performance by the Lessee of the provisions of this lease, including the provision of all additional funds required for the completion of the Symphony Square project which are not furnished by Lessor under the applicable regulations of The Department of Housing and Urban Development.

(b) Lessor further agrees to provide funds not to exceed \$45,000.00 for moving and restoring the building known as "The Doyle House" for use by the Lessee in conjunction with the Symphony Square area, PROVIDED The Doyle House is located on park land east of the present Red River Street and south of the Symphony Square site, and PROVIDED FURTHER, that Lessee pays all costs in excess of \$45,000.00 herein specified for the engineering, design and interior work. *2-2 Lease*

7. LESSEES OBLIGATIONS.

(a) Lessee shall be obligated to pay for all costs and out-of-pocket expenses for the moving and restoration of the buildings which are not funded by Lessor under the regulations of The Department of Housing and Urban Development.

(b) Lessee shall provide for all insurance, upkeep and maintenance on the leased premises in accordance with generally accepted standards for public buildings in Austin, Texas.

8. CHANGED CONDITIONS OR CIRCUMSTANCES.

In the event that, during the primary term or the renewal thereof, the maintenance of the restored buildings becomes impossible or unsafe to the public for structural reasons, the Lessee shall have the right at its own expense to replace the building or buildings with other historical buildings having similar historical or cultural quality with the consent of the Lessor, which shall not be unreasonably withheld. No requirement, however, exists, and the Lessor in no event shall have any duty to restore any of the buildings at any time after initial restoration as herein provided.

9. TERMINATION.

This lease shall terminate upon the occurrence of any of the following:

(a) The expiration of the primary lease term without renewal thereof, or,

(b) The expiration of the renewal term; or,  
(c) The dissolution of the Lessee corporation; or,  
(d) The operation of the leased premises for a period longer than thirty (30) days for purposes other than the purposes described in Article 5 hereof; or,

(e) The breach of any covenant or condition of this agreement by the Lessee which remains uncorrected due to Lessee's failure to perform for a period in excess of thirty (30) days; or,

(f) The failure of the Lessee to sponsor or support a Symphony Orchestra in the City of Austin. Such failure shall be deemed to have occurred when the Orchestra shall not conduct at least three (3) regular public concerts for two consecutive seasons; except in case of national emergency or public disaster; or,

(g) The mutual agreement of the Lessor and Lessee.

10. ASSIGNMENT AND SUCCESSORS IN INTEREST.

(a) The Lessee may not assign this lease without the written consent of the Lessor.

(b) In the event that the Lessor should cease to exist or should otherwise be merged, reorganized or altered, the terms and conditions of this lease shall nevertheless apply and be fully binding upon any successor in interest to the leased premises.

11. NOTICES.

All notices provided for herein shall be deemed to have been given when mailed by certified mail as follows:

To Lessor:

Executive Director  
Urban Renewal Agency of the City of Austin  
307 East 14th Street  
Austin, Texas 78701

To Lessee:

Austin Symphony Orchestra Society  
At its Registered Address  
Austin, Texas

1974.

EXECUTED IN TRIPPLICATE ORIGINALS, this 19<sup>th</sup> day of Nov.

ATTEST:

John M. Papp

URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN

By: Charles F. Lampson  
LESSOR

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

By: Mr. D. J. Slaty, Jr.



*Hamilton House*  
*11th*  
TRACT #3:

*Hamilton House (1,449.18 #)*

1449.18 SQUARE FEET OF LAND OUT OF THE SOUTHWEST CORNER OF LOT 1, BLOCK 140, ORIGINAL CITY OF AUSTIN, TEXAS, AND BEING A PART OF LOT 1 OF SYMPHONY SQUARE, A SUBDIVISION IN THE CITY OF AUSTIN, RECORDED IN BOOK 62, PAGE 46, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS:

BEGINNING at an iron stake at the intersection of the North line of East 11th Street and the East line of Red River Street, being the Southwest corner of the Lot 1, Block 140, Original City of Austin, Texas, and said iron stake being also at the Southwest corner of Lot 1 of Symphony Square, a subdivision in the City of Austin, recorded in Book 62, Page 46, of the Plat Records of Travis County, Texas, for the Southwest corner of the tract herein described;

THENCE with the East line of Red River Street and the West line of said Lot 1, Block 140, Original City of Austin, and the West line of Lot 1 of the said subdivision, N 19° 00' E for a distance of 49.0 ft. to an iron stake at the Northeast edge of building wall on the Southwest bank of Waller Creek, for the Northwest corner of this tract, being also, the most Northerly Southwest corner of that certain tract conveyed to the City of Austin by deed recorded in Volume 267, Page 291, of the Deed Records of Travis County, Texas;

THENCE with the Northeast edge of the existing building, and the Southwest line of the said City of Austin tract, S 31° 28' E for a distance of 76.70 ft. to an iron stake in the North line of East 11th Street and the South line of said Lot 1, Block 140, Original City of Austin, and the South line of Lot 1 of said subdivision, for the Southeast corner of this tract;

THENCE with the North line of East 11th Street and the South line of Lot 1, Block 140, Original City of Austin, and the South line of Lot 1 of the said subdivision, being also along the South edge of the wall of the existing building, N 71° 10' W for a distance of 59.15 ft. to the Place of Beginning, and containing 1449.18 square feet of land.

TRACT #4:

*Doyle House (1,437.73 #)*

1437.73 SQUARE FEET OF LAND, BEING A PART OF LOT 8, BLOCK 118, OF THE ORIGINAL CITY OF AUSTIN:

BEGINNING FOR REFERENCE at a point at the intersection of the South R.O.W. line of 11th Street and the East R.O.W. line of Red River Street, said point being also at the Northwest corner of Lot 8, Block 118, of the Original City of Austin;

THENCE with the East R.O.W. line of Red River Street, S 19° 00' W for a distance of 93.0 ft. to a point;

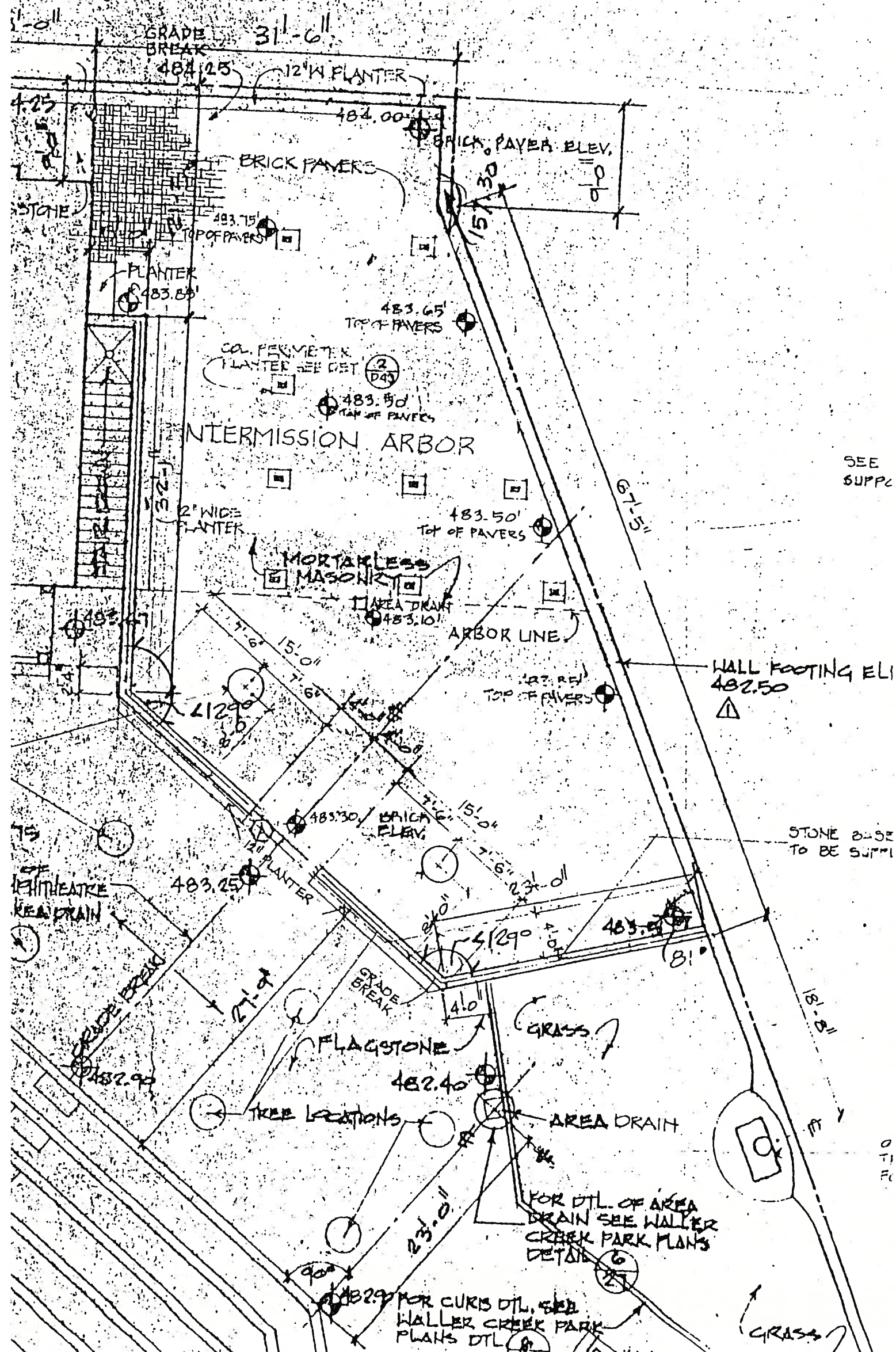
THENCE S 71° 00' E for a distance of 8.0 ft. to a point, for the Northwest corner and Place of Beginning of this tract;

THENCE continuing S 71° 00' E for a distance of 43.7 ft. to a point, for the Northeast corner of this tract;

THENCE S 19° 00' W for a distance of 32.9 ft. to a point, for the Southeast corner of this tract;

THENCE N 71° 00' W for a distance of 43.7 ft. to a point, for the Southwest corner of this tract;

THENCE N 19° 00' E for a distance of 32.9 ft. to the Place of Beginning, and containing 1437.73 square feet of land.



DESCRIPTION

DESCRIPTION OF A TRACT CONTAINING 2,712 SQUARE FEET OF LAND,  
BEING OUT OF SYMPHONY SQUARE SUBDIVISION OF RECORD IN BOOK  
62 PAGE 46 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

BEGINNING at a point which bears S 71°-10' E, 60.00' to the Northerly  
corner of Symphony Square Subdivision of record in Book 62 Page 46 of the  
Plat Records of Travis County, Texas;

RECEIVED  
APR 19 1976

URBAN RENEWAL AGENCY  
OF THE CITY OF AUSTIN

THENCE; S 71°-10' E, 31.50' to a point;  
THENCE; S 19°-00' W, 10.00' to a point;  
THENCE; S 03°-57' E, 67.42' to a point;  
THENCE; N 84°-57' W, 24.00' to a point;  
THENCE; N 31°-33' W, 38.20' to a point;  
THENCE; N 19°-00' E, 32.08' to a point;  
THENCE; N 71°-00' W, 5.00' to a point;  
THENCE; N 19°-00' E, 21.42' to the place of beginning, containing 2,712  
Square Feet of land.

Prepared by  
Otis B. Autry,  
Registered Public Surveyor

*Otis B. Autry*



March 25, 1977

THE STATE OF TEXAS

COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on the 19<sup>th</sup> day of NOVEMBER, 1974, the Urban Renewal Agency of the City of Austin as Lessor, and the Austin Symphony Orchestra Society, as Lessee, entered into a long term lease for Symphony Square, which lease is hereafter called "The Basic Lease"; and

WHEREAS, problems with construction and rehabilitation of the Symphony Square structures have delayed the completion of the project beyond the originally contemplated June 1, 1975 date; and,

WHEREAS, further refinement of the operation to be conducted at Symphony Square has made it desirable to modify the area being leased and the rent to be paid therefore; and,

WHEREAS, to carry forward the goals of the Lessor and the Lessee in utilizing and saving the valuable heritage represented by Symphony Square, it has become necessary to amend The Basic Lease; NOW THEREFORE,

W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation, acting herein by and through its duly authorized chairman, hereinafter called "Lessor", and The Austin Symphony Orchestra Society, a Texas non-profit corporation, acting herein by and through its duly authorized President, hereinafter called "Lessee", do hereby agree as follows:

1. Exhibit "A", of the Basic Lease, referred to and incorporated by reference therein by Article 1. of said Basic Lease, is hereby amended by adding thereto the following described property, as Tract #5; to-wit;

2,712 #

2. Article 4 of the Basic Lease is amended so that the same shall hereafter read as follows:

"4. RENT. The Lessee agrees to pay the Lessor as rent for the premises the sum of \$7,800.00 yearly, payable in monthly installments of \$650.00 on the first day of each month, in advance, SUBJECT, HOWEVER, to the following:

(a) The first payment of \$650.00 shall be due and payable on January 1, 1977, and thereafter on the first day of each succeeding month throughout the term of this lease.

(b) The Lessee shall pay rent from June 1, 1975 through December 31, 1976, in an amount computed on the ratio that the amount of square feet of the demised premises actually occupied by Lessee bears to the total square footage included in Exhibit "A" of the Basic Lease. For purposes of this computation only, rent will be based on \$600.00 per month as originally contemplated by the Basic Lease.

(c) Lessee shall be credited with all funds actually expended by Lessee as part of the original cost of relocation and restoration of the buildings, including but not limited to, funds used for architects fees, engineering cost, and building, moving and refinishing expense.

(d) Lessee shall be credited with all funds actually expended by Lessee in furnishing the buildings, provided such furnishings become the property of Lessor at the end of the term for continued use in the buildings.

(e) Lessee shall be credited with all funds actually expended by Lessee for repairs and replacements to the buildings.

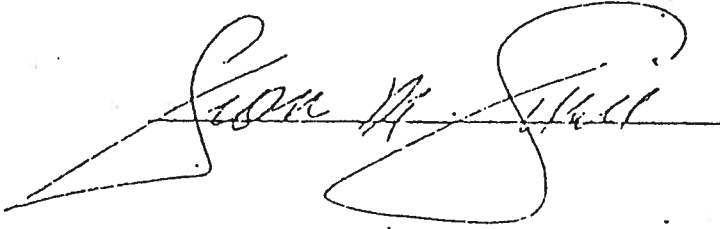
It is clearly understood by the parties that Lessee shall not receive credit on its rental payments for normal operating expenses such as telephone; utilities, insurance, office supplies and equipment and the like.



EXECUTED IN TRIPLICATE ORIGINALS this 25<sup>th</sup> day of MARCH,  
1977.

URBAN RENEWAL AGENCY  
OF THE CITY OF AUSTIN

ATTEST:



BY:

Robert L. Lamm  
Chairman

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

BY:

Mr. D. J. Sisley, Jr.  
President

EXHIBIT "A-1"

Tract #5

DESCRIPTION

DESCRIPTION OF A TRACT CONTAINING 2,712 SQUARE FEET  
OF LAND, BEING OUT OF SYMPHONY SQUARE SUBDIVISION  
OF RECORD IN BOOK 62 PAGE 46 OF THE PLAT RECORDS OF  
TRAVIS COUNTY, TEXAS.

BEGINNING at a point which bears S  $71^{\circ}-10'$  E, 60.45' from the most  
Northerly corner of Symphony Square Subdivision of record in Book 62  
Page 46 of the Plat Records of Travis County, Texas;

THENCE; S  $71^{\circ}-10'$  E, 31.50' to a point;

THENCE; S  $19^{\circ}-00'$  W, 10.00' to a point;

THENCE; S  $03^{\circ}-57'$  E, 67.42' to a point;

THENCE; N  $84^{\circ}-57'$  W, 24.00' to a point;

THENCE; N  $31^{\circ}-33'$  W, 36.20' to a point;

THENCE; N  $19^{\circ}-00'$  E, 32.08' to a point;

THENCE; N  $71^{\circ}-00'$  W, 5.00' to a point;

THENCE; N  $19^{\circ}-00'$  E, 21.42' to the place of beginning, containing 2,712  
Square Feet of land.

April 7, 1978

THE STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS       §

THAT WHEREAS, on the 19th day of November, 1974, the Urban Renewal Agency of the City of Austin as Lessor, and the Austin Symphony Orchestra Society, as Lessee, entered into a long term lease for Symphony Square, which lease is hereafter referred to as "The Basic Lease"; and,

WHEREAS, the Basic Lease was amended by a document dated March 25, 1977, hereinafter referred to as the "First Amendment"; and,

WHEREAS, continued operation of the Symphony Square complex has indicated problems developing in connection with the care, control and security of the Symphony Square area; and,

WHEREAS, a further question has arisen over the extent to which the Symphony Society may sub-lease Symphony Square under the terms of the Basic Lease; and,

WHEREAS, to resolve the problems of security and control and to clarify the rights and duties of the Symphony Society in connection with a proposed sub-lease of the Square, it has become necessary to amend the Basic Lease as heretofore amended by the First Amendment; NOW THEREFORE,

W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation acting herein by and through its duly authorized chairman, hereinafter called "Lessor", and the Austin Symphony Orchestra Society, a Texas non-profit corporation, acting herein by and through its duly authorized President, hereinafter called "Lessee", do hereby agree as follows:

1. Article 1, DEMISE OF PROPERTY, of the Basic Lease, as amended by paragraph 1 of the First Amendment, is hereby amended so that the same shall hereafter read as follows:

"1. DEMISE OF PROPERTY. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that certain real property situated in the City of Austin, Travis County, Texas, more particularly described as follows:

TRACT A: Lot 1, Symphony Square, a subdivision, in the City of Austin, Travis County, Texas, according to the map or plat of Record in Book 62, page 46, Plat Records of Travis County, Texas, SAVE AND EXCEPT the area within the drainage easement detailed in Inset 2 on the face of said plat.

TRACT B: A description of a 0.6358 acre tract of land, being a part of Block 118 of the "Original City of Austin," Travis County, Texas:

COMMENCING, as a point of reference, from the intersection of the South Line of 11th Street, an 80.0 foot right of way and the East Line of Red River Street, an 80.0 foot right of way same being the Northwest corner of the said Block 118, for the Northwest corner of and POINT OF BEGINNING of this herein described tract;

THENCE, with the South right of way Line of 11th Street, same being the North Line of said Block 118, S 71°11'E, 100.00 feet to a point for the Northeast corner hereof;

THENCE, S 18°57'W, 277.06 feet to a point in the North right of way Line of 10th Street for the Southeast corner hereof;

THENCE, with the North right of way Line of said 10th Street, the South Line hereof N 71°08'W, 100.00 feet to a point at the intersection of the North right of way Line of 10th Street with the East Line of Red River Street for the Southwest corner hereof;

THENCE, with the East right of way Line of Red River Street, the West Line hereof, N 19°00'E, 276.89 feet to the POINT OF BEGINNING and containing 0.6358 acres of land more or less.

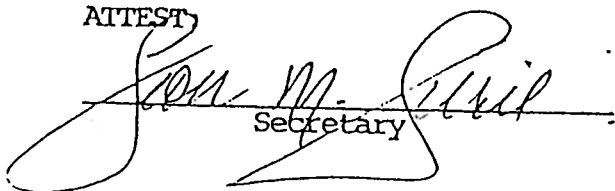
Said land and the buildings situated thereon are collectively known as Symphony Square.

2. Paragraph (c). of Article 5 of the Basic Lease is hereby amended so that the same shall hereafter read as follows:

"5. (c) The Lessee is authorized to sub-lease any or all of the leased premises for the purpose of providing food and beverage services for patrons of the facilities; provided that such facilities shall be operated in accordance with the terms of this lease and consistent with the Lessees' "educational, cultural and artistic purposes" as defined in Section 5 (a) hereof. Each sub-lease shall provide that it is subject to compliance with the terms of this lease, but otherwise may contain such terms and conditions as may be agreed upon by the Lessee and its sub-lessee."

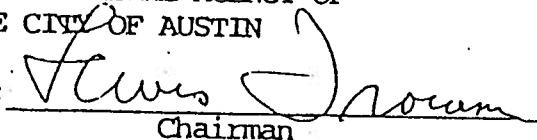
EXECUTED IN TRIPLICATE ORIGINALS this 14th day of April, 1978.

ATTEST

  
Secretary

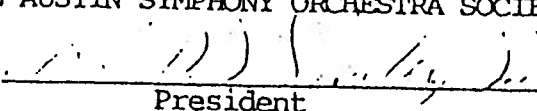
URBAN RENEWAL AGENCY OF  
THE CITY OF AUSTIN

By:

  
Chairman

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

By:

  
President

MAY 14 82 KOC.HN-7988-1490

WARRANTY DEED

14900

THE STATE OF TEXAS   §  
                              §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS     §

2-85-9823

That We, the BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN, D/B/A THE AUSTIN REDEVELOPMENT AUTHORITY, of the County of Travis and State of Texas, for and in consideration of the sum of TEN AND NO/100 ---- (\$10.00) ---- DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED,, and by these presents do GRANT, SELL AND CONVEY unto the CITY OF AUSTIN, a municipal corporation, of the County of Travis and State of Texas, all of the following described real property in Travis County, Texas, to-wit:

All real property described in Schedule 1, which is attached hereto and incorporated herein by reference, the same as if herein recited verbatim.

TO HAVE AND TO HOLD ~~the~~ <sup>singular</sup> above described premises, together with all and ~~singular~~ the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and we do hereby bind the Urban Renewal Agency of the City of Austin, d/b/a the Austin Redevelopment Authority, and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect,

Grantee's mailing address is: City of Austin, P.O. Box 1088,  
Austin, Texas 78767

shown of record in the hereinabove mentioned County and State, and to all zoning laws, urban renewal plans, municipal ordinances, and laws of state and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property. This conveyance is further made and accepted upon the condition that the City of Austin agree to take such property subject to the terms, covenants and conditions of any heretofore duly executed leases, in and to said property, as hereinafter identified, all of the terms of which shall inure to the benefit and profit of the City of Austin pursuant to this conveyance:

All leases described in Schedule 2, which is attached hereto and incorporated herein by reference, the same as if herein recited verbatim.

Duly executed copies of such leases are attached hereto.

IN TESTIMONY WHEREOF, by and on behalf of the Urban Renewal Agency of the City of Austin, d/b/a the Austin Redevelopment Authority, the Board of Commissioners of said Agency, acting by resolution of said Board, has caused the signature of the Director of the Urban Renewal Agency of the City of Austin, d/b/a Austin Redevelopment Authority to be set on this Warranty Deed.

EXECUTED on this 10 day of May, A.D., 1982.

URBAN RENEWAL AGENCY FOR THE  
CITY OF AUSTIN, DBA AUSTIN  
REDEVELOPMENT AUTHORITY

BY: Paul W. Manning  
DIRECTOR, URBAN RENEWAL AGENCY  
OF THE CITY OF AUSTIN, D/B/A  
AUSTIN REDEVELOPMENT AUTHORITY

STATE OF TEXAS           §


§

COUNTY OF TRAVIS       §

BEFORE ME, the undersigned authority, on this day personally appeared PAULA W. MANNING, Director of the Urban Renewal Agency of the City of Austin, d/b/a Austin **2-85-9825** Redevelopment Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10 day of May, A.D., 1982.

NOTARY SEAL

  
Steve DeLeon  
Notary Public in and for  
Travis County, Texas.

My commission Expires: 12-1-85

STATE OF TEXAS           X  
                                  X  
COUNTY OF TRAVIS       X

CONSENT TO CONDITIONS OF CONVEYANCE

2-85-9826

The City of Austin, acting by Resolution of its City Council, herein and hereby consents to the terms of conveyance as set forth in the Warranty Deed duly executed by the Urban Renewal Agency of the City of Austin, d/b/a Austin Redevelopment Authority on the 10<sup>th</sup> day of May, 1982, a true copy of which is attached hereto.

DATED: May 11, 1982.

CITY OF AUSTIN

BY: Thomas H. McElvaine  
Deputy City Manager

(CORPORATE SEAL)

ATTEST:

Grae Monroe  
City Clerk

*Subscribed and Sworn to Before me, this 11th day of May, 1982, to certify which, witness my hand and seal of office.*

NOTARY SEAL

Teresa C. Ramirez  
Notary Public in and  
For Travis County, Texas  
Teresa C. Ramirez



SCHEDULE 1.

Page 1 of 37 Pages

LOCALLY KNOWN AS/CITY  
TAX PARCEL NO.

LEGAL DESCRIPTION

2-85-9827

1019 Walter  
2-0711-1208

Lot 19, Block A, Resubdivision of Lots 19-23, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 70, Plat Records of Travis County, Texas

1017 Walter  
2-0711-1209

Lot 20, Block A, Resubdivision of Lots 19-23, Rosewood Village, Section 8-Amended according to the plat of record in Book 71, Page 70, Plat Records of Travis County, Texas

1015 Walter  
2-0711-1205

Lot 21, Block A, Resubdivision of Lots 19-23, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 70, Plat Records of Travis County, Texas

1013 Walter  
2-0711-1204

Lot 22, Block A, Resubdivision of Lots 19-23, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 70, Plat Records of Travis County, Texas

1001 Walter  
2-0612-2018

Lot 29-A, Resubdivision of Lots 1, 2, 3, 4, 29, 30, 31, 32 and 33, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 73, Plat Records of Travis County, Texas

923 Walter  
2-0612-2016

Lot 30-A, Resubdivision of Lots 1, 2, 3, 4, 29, 30, 31, 32 and 33, Block A, Rosewood Village, Section 8-Amended, according to plat of record in Book 21, Page 73, Plat Records of Travis County, Texas

921 Walter  
2-0612-2015

Lot 21-A, Resubdivision of Lots 1, 2, 3, 4, 29, 30, 31, 32 and 33, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 73, Plat Records of Travis County, Texas

919 Walter  
2-0612-2014

Lot 32-A, Resubdivision of Lots 1, 2, 3, 4, 29, 30, 31, 32 and 33, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 73, Plat Records of Travis County, Texas

1015 Nile  
2-0711-1213

Lot 14, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

LOCALLY KNOWN AS/CITY  
TAX PARCEL NO.LEGAL DESCRIPTION

1013 Nile  
2-0711-1212

Lot 15, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

2-85-3828

1011 Nile  
2-0711-1211

Lot 16, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

805 Nile  
2-0612-2003

Lot 44, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County

801 Nile  
2-0612-2001

Lot 46, Block A, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

1006 Walter  
2-0612-1504

Lot 23-A, Block B, a resubdivision of Lots 23 and 24, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 71, Plat Records of Travis County, Texas

1008 Walter  
2-0612-1503

Lot 24-A, Block B, a resubdivision of Lots 23 and 24, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 71, Page 71, Plat Records of Travis County, Texas

904 Walter  
2-0612-1513

Lot 14, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County

906 Walter  
2-0612-1512

Lot 15, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

908 Walter  
2-0612-1511

Lot 16, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

910 Walter  
2-0612-1510

Lot 17, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

912 Walter  
2-0612-1509

Lot 18, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County

1000 Walter  
2-0612-1507

Lot 20, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

<u>LOCALLY KNOWN AS/CITY TAX PARCEL NO.</u>	<u>LEGAL DESCRIPTION</u>
1002 Walter 2-0612-1506	Lot 21, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
1004 Walter 2-0612-1505	Lot 22, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
1018 Walter ) 1020 Walter ) 2-0612-1502	Lot 25, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
1003 Nile 2-0612-1525	Lot 2, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County
1001 Nile 2-0612-1524	Lot 3, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
917 Nile 2-0612-1523	Lot 4, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
913 Nile 2-0612-1521	Lot 6, Block B, Rosewood Village, Section 9-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
909 Nile 2-0612-1519	Lot 8, Block B, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
800 Nile 2-0612-1408	Lot 8, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
802 Nile 2-0612-1407	Lot 7, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
804 Nile 2-0612-1406	Lot 6, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
806 Nile 2-0612-1405	Lot 5, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas
808 Nile 2-0612-1404	Lot 4, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

LOCALLY KNOWN AS/CITY  
TAX PARCEL NO.LEGAL DESCRIPTION

810 Nile  
2-0612-1403

Lot 3, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

2-85-9830

812 Nile  
2-0612-1402

Lot 2, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

814 Nile  
2-0612-1401

Lot 1, Block C, Rosewood Village, Section 8-Amended, according to the plat of record in Book 67, Page 59, Plat Records of Travis County, Texas

3007 Kuhlman  
2-0612-1808

Lot 11, Block 4, Lorraine Heights, a subdivision in the City of Austin, Texas of record in Volume 530, Page 1, of the Deed Records of Travis County, Texas, and one-half of the adjacent alley which was vacated by Ordinance No. 720525-C, and as recorded in Vol. 4359, Page 1536, Deed Records of Travis County, Texas

Southeast corner of North-  
western and Rosewood Avenue  
2-0711-1401

Block A, Rosewood Village, Section 10, according to the plat of record in Volume 75, Page 25, Plat Records of Travis County, Texas

Pleasant Valley at Chestnut  
2-0811-1803

Lot 3, Rosewood Village, Section 4, according to the plat of record in Book 49, Page 76, Plat Records of Travis County, Texas

Southeast corner at Hargrave  
and Pleasant Valley Road  
2-0612-1601

3.79 acres, being all of Block B, Rosewood Village, Section 7 (Sections 5-Amended and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

2901 Glen Oaks Drive  
2-0612-1701

Lot 1, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

2903 Glen Oaks Drive  
2-0612-1702

Lot 2, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

2905 Glen Oaks Drive  
2-0612-1703

Lot 3, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

2907 Glen Oaks Drive  
2-0612-1704

Lot 4, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

2909 Glen Oaks Drive  
2-0612-1705

Lot 5, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

LOCALLY KNOWN AS/CITY  
TAX PARCEL NO.LEGAL DESCRIPTION

2-85-9831

3000 Kuhlman  
2-0612-1706

Lot 6, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

2906 Kuhlman  
2-0612-1707

Lot 7, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

2904 Kuhlman  
2-0612-1708

Lot 8, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

2900 Kuhlman  
2-0612-1709

Lot 9, Block A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

1171 Holmes Court  
2-0812-0821

Lot 8-B, Resubdivision of Lot 8, Block B, Rosewood Village, Section 2 and a portion of Rosewood Village, Section 3, a resubdivision according to the plat of record in Book 54, Page 52, Plat Records, Travis County, Texas

3005 Kuhlman  
2-0612-1807Lot 10, Block 4, Lorraine Heights, a subdivision in the City of Austin, Texas, of record in Volume 530, Page 1, of the Deed Records of Travis County, Texas, and one-half of the adjacent alley which was vacated by Ordinance No. 720525-C, and as recorded in Volume 4359, Page 1536, Deed Records of Travis County, Texas2901 Glen Rae  
2-0612-1901Lot 6, Block 1, Lorraine Heights, a subdivision in the City of Austin, Texas, of record in Volume 530, Page 1, of the Deed Records of Travis County, Texas, and one-half of the adjacent alley which was vacated by Ordinance No. 720525-C, and as recorded in Volume 4359, Page 1536, Deed Records of Travis County, Texas2905 Kuhlman  
2-0612-1802

Lot 8-A, Rosewood Village, Section 7 (Sections 5 and 5A-Amended) according to the plat of record in Book 67, Page 76, Plat Records of Travis County, Texas

3005 Glen Rae  
2-0612-1908Lot 10, Block 2, Lorraine Heights, a subdivision in the City of Austin, Texas of record in Volume 530, Page 1, of the Deed Records of Travis County, Texas, and one-half of the adjacent alley which was vacated by Ordinance No. 720525-C and as recorded in Volume 4359, Page 1536, Deed Records of Travis County, Texas

LOCALLY KNOWN AS/CITY  
TAX PARCEL NO.

3002 Webberville Road  
2-0612-1918

LEGAL DESCRIPTION

2-85-9832

Lot 2, Block 2, Lorraine Heights,  
a subdivision in the City of Austin,  
Texas of record in Volume 530, Page 1,  
of the Deed Records of Travis County,  
Texas, and one-half of the adjacent  
alley which was vacated by Ordinance  
No. 720525-C and as recorded in Volume  
4359, Page 1536, Deed Records of Travis  
County, Texas

LOCALLY KNOWN AS/  
CITY TAX PARCEL NO.LEGAL DESCRIPTION

2-85-3833

703 East 10th Street  
2-0604-1902

The West 1/3 of Lot 7 and the East 1/3 of Lot 8, Block 116, Original City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin, by Judgment recorded in Volume 6062, Page 1184, Deed Records, Travis County, Texas

701 East 10th Street  
2-0604-1901

The West 46 feet of Lot 8, Block 116, Original City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Deed, recorded in Volume 5362, Page 195, Deed Records, Travis County, Texas

702-706 East 9th Street  
2-0604-1909

17,996 square feet of land, and being Lots 2 and 3, and an excess strip of land out of Block 116, Original City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Volume 5913, Page 1169, Deed Records, Travis County, Texas

700 East 10th Street  
2-0604-1909

Lot 1, Block 116, Original City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5761, Page 1464, Deed Records of Travis County, Texas, SAVE AND EXCEPT HOWEVER that certain portion of Lot 1 which was conveyed to the City of Austin by Deed recorded in Volume 7677, Page 637, Deed Records of Travis County, Texas

613-615 East 10th Street  
2-0604-1413

9,254 square feet of land out of Block 115, Original City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 7677, Pages 743-747, Deed Records of Travis County, Texas

Sabine Street Between  
9th and 10th Streets

Being the East one-half of Sabine which was conveyed to the Urban Renewal Agency of the City of Austin by Deed recorded in Volume 7677, Page 748, Deed Records of Travis County, Texas, SAVE AND EXCEPT HOWEVER that portion of Sabine Steet which has been previously conveyed to the City of Austin by Deed as shown in Volume 7677, Page 637 Deed Records, Travis County, Texas

10 foot alley in Block 116

Being that certain 20' alley being situated with Block 116, Original City of Austin which was conveyed to the Urban Renewal Agency of the City of Austin by Deed recorded in Volume 7163, Page 606, Deed Records of Travis County, Texas

SCHEDULE 1 (CONTINUED)

LOCALLY KNOWN AS/  
CITY TAX PARCEL NO.

LEGAL DESCRIPTION

Symphony Square  
2-0805-1013

Being all of Lot 1, Symphony Square, a subdivision of the City of Austin, according to the map or plat thereof of record in Book 62, Page 46, Plat Records of Travis County, Texas, and containing .484 acre of land

2-85-9834

Symphony Plaza  
2-0805-1302

Lot 1, Symphony Plaza (Waterloo Park Section Four) a subdivision of the City of Austin, according to the map or plat thereof of record in Book 79, Page 192, Plat Records of Travis County, Texas, and containing 1.244 acres of land

Lung's Landing  
2-0805-0617

Lot 1, Lung's Landing, a subdivision of the City of Austin, according to the map or plat thereof of record in Book 79, Page 191, Plat Records of Travis County, Texas



LOCALLY KNOWN AS/  
CITY TAX PARCEL NO.LEGAL DESCRIPTION

1100 East 1st Street  
2-0405-1612

Lot 12, Block 3, N. G. Shelly Addition according to the plat of record in Book 1, Page 18, Plat Records of Travis County, Texas, and being the same tract of land which was conveyed to the Austin Redevelopment Authority by deed recorded in Volume 6921, Page 1675, Deed Records, Travis County, Texas

2-85-9835

1704 Meander Lane  
2-1221-1103

Lot 3, Block F, Oak Lawn, Section 2, according to the plat of record in Book 13, Page 34, Plat Records of Travis County, Texas, and being the same tract of land which was conveyed to the Austin Redevelopment Authority by deed recorded in Volume 7008, Page 278, Deed Records, Travis County, Texas

6210 Carnation Terrace  
3-0715-0802

Lot 2, Country Club Gardens, Section 6, according to the plat of record in Book 50, Page 35, Plat Records of Travis County, Texas, and being the same tract of land which was conveyed to the Austin Redevelopment Authority by deed recorded in Volume 7008, Page 443, Deed Records, Travis County, Texas

7502 Meador  
2-2918-0209

Lot 19, Block 23, A. K. Black Subdivision No. 2, according to the plat of record in Book 4, Page 185, Plat Records of Travis County, Texas, and being the same tract of land which was conveyed to the Austin Redevelopment Authority by Deed recorded in Volume 7008, Page 448, Deed Records of Travis County, Texas

6211 Carnation Terrace  
3-0715-0512

Lot 25, Block B, Country Club Gardens, Section II, according to the plat of record in Book 47, Page 46, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Vol. 5248, Page 975, Deed Records of Travis County, Texas

6115 Carnation Terrace  
3-0715-0506

Lot 31, Block B, Country Club Gardens, Section II, according to the plat of record in Book 47, Page 46, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5248, Page 967, Deed Records of Travis County, Texas

6200 Palm Circle  
3-0615-0335

Lot 13, Block H, Country Club Gardens, Section III, according to the plat of record in Book 48, Page 48, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5248, Page 969, Deed Records of Travis County, Texas

LOCALLY KNOWN AS/  
CITY TAX PARCEL NO:LEGAL DESCRIPTION

1148 Chicon  
2-0609-0806

Being a part of Lot 1, M. Lou Jones Estate, Outlot 61, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5825, Page 626, Deed Records, Travis County, Texas  
2-85-9836

1117 1/2 Salina  
2-0609-0838

Being the North 30 feet of Lot 6, M. Lou Jones Estate, Outlot 61, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5492, Page 507, Deed Records of Travis County, Texas

1113 Salina  
2-0609-0836

4179 square feet of land out of Outlot 61, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5237, Page 1418, Deed Records, Travis County, Texas

1126 Chicon  
2-0609-0820

Being approximately 55 feet by 129.5 feet in the M. Lou Jones Estate, Outlot 61, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5272, Page 1092, Deed Records, Travis County, Texas

1705 Rosewood  
2-0609-0702

Being a portion of Lots 12 and 13, Lee's Subdivision of Block No. Four, Outlot 61, Division B, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5275, Page 516, Deed Records, Travis County, Texas

1707 Rosewood  
2-0609-0703

3563 square feet of land, being part of Lots 12 and 13, Block 4, Outlot 61, Division B, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Volume 6425, Page 674, Deed Records, Travis County, Texas

1701 Rosewood  
2-0609-0741

2400 square feet of land being part of Lots 12 and 13, Block 4, Outlot 61, Division B, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Volume 5913, Page 1174, Deed Records, Travis County, Texas

1141 Leona  
2-0609-0740

Being 5422 square feet of land out of Outlot 61, Division B, City of Austin, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5256, Page 797, Deed Records, Travis County, Texas

SCHEDULE 1 (CONTINUED)

LOCALLY KNOWN AS/  
CITY TAX PARCEL NO.

LEGAL DESCRIPTION

1206 Lily Terrace  
3-0514-0811

Lot 12, Block E, Country Club Gardens,  
Section IV, according to the plat of  
in Book 51, Page 27, Plat Records of  
Travis County, Texas, and being the  
same tract of land conveyed to the Urban  
Renewal Agency of the City of Austin by  
deed recorded in Volume 5248, Page 973,  
Deed Records of Travis County, Texas

1308 Lily Terrace  
3-0514-0819

Lot 4, Block E, Country Club Gardens,  
Section IV, according to the plat of  
record in Book 51, Page 27, Plat Records  
of Travis County, Texas, and being the  
same tract of land conveyed to the Urban  
Renewal Agency of the City of Austin by  
deed recorded in Volume 5248, Page 971,  
Deed Records of Travis County, Texas

2-85-9837

LOCALLY KNOWN AS/  
CITY TAX PARCEL NO.LEGAL DESCRIPTION

1145 Leona  
2-0609-0739

Being Lot 28, Outlot 61, Division B, M. Lou Jones Estate and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5147, Page 109, Deed Records, Travis County, Texas

1117 Leona  
2-0609-0729

Being a part of Block No. 4 of the partition of the M. Lou Jones Estate, a part of Outlot 61, Division B of the Government Outlots and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Volume 6062, Page 1191, Deed Records, Travis County, Texas

1124 Salina  
2-0609-0716

Being 5008 square feet of land out of Outlot 61, Division B in the City of Austin, Travis County, Texas, being Lot 11, T. J. Caldwell Subdivision, according to the plat of record in Book 3, Page 42, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5256, Page 927, Deed Records, Travis County, Texas

1130 Salina  
2-0609-0713

Lot 14, T. J. Caldwell's Subdivision of Outlot 61, Division B, according to the map or plat thereof recorded in Book 3, Page 42, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5051, Page 1389, Deed Records, Travis County, Texas

1128 Salina  
2-0609-0714

Lot 13, T. J. Caldwell's Subdivision of Outlot 61, Division B, according to the map or plat thereof recorded in Book 3, Page 42, Plat Records of Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5051, Page 1391, Deed Records, Travis County, Texas

1134 Salina  
2-0609-0711

Lot 11 1/2 in the E. J. Hofheinz Re-subdivision, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 4430, Page 635, Deed Records, Travis County, Texas.

LOCALLY KNOWN AS/  
CITY TAX PARCEL NO.LEGAL DESCRIPTION

1140 Salina  
2-0609-0708

Being 5,133 square feet of land, being the South 24.20' of Lot 14, and the North 21.20' of Lot 13 of the Lillie Jones Subdivision of Lot 3, Outlot 61, Division B in the City of Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5133, Page 1721, Deed Records, Travis County, Texas

2-85-9839

1142 Salina  
1146 Salina  
2-0609-0706  
2-0609-0707

Two tracts of land containing 5162 square feet and 8238 square feet out of Outlot 61, Division B in the City of Austin, Travis County, Texas, said tracts being more particularly described by metes and bounds in a deed to the Urban Renewal Agency of the City of Austin recorded in Volume 5845, Page 931, Deed Records, Travis County, Texas

1510 Gregory  
2-0609-0521

Lot 6, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas

1600 Gregory  
2-0609-0520

Lot 5, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas

1132 Lawson  
2-0609-0519

Lot 4, Block B, Kealing Park Village, Section One according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas

1134 Lawson  
2-0609-0518

Lot 3, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas

1136 Lawson  
2-0609-0517

Lot 2, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas

1138 Lawson  
2-0609-0516

Lot 1, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas

1109 Concho  
2-0609-0525

Lot 10, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas

LOCALLY KNOWN AS/  
CITY TAX PARCEL NO.LEGAL DESCRIPTION

1107 Concho  
2-0609-0524

Lot 9, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas

2-85-9840

1105 Concho  
2-0609-0523

Lot 8, Block B, Kealing Park Village, Section One, according to the plat of record in Book 78, Page 103, Plat Records, Travis County, Texas

1311 Rosewood  
2-0609-0113

Being a part of Lot 2, Outlot 6, Division B, Rector Subdivision and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Volume 6407, Page 2283, Deed Records, Travis County, Texas

1309 Rosewood  
2-0609-0114

Being a part of Lot 20, Outlot 61, Division B, Rector Subdivision and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgement recorded in Volume 6749, Page 1015, Deed Records, Travis County, Texas

1106 Rector (Vacated)  
2-0609-0107

Being a part of Lot 2, Outlot 61, Division B, Rector Subdivision and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deeds recorded in Volume 5091, Page 152-155, and Vol. 5091, Page 201, Deed Records, Travis County, Texas

1104 Rector (Vacated)  
2-0609-0108

Being a part of Lot 2, Outlot 61, Division B, Rector Subdivision and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deeds recorded in Volume 5142, Page 2313, Volume 5142, Pages 2316-2321, Deed Records, Travis County, Texas

1305 Rosewood  
2-0609-0105

Lot 1, Outlot 61, Division B, Rector Subdivision, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by deed recorded in Volume 5131, Page 485, Deed Records, Travis County, Texas

Vacated Rector Street

Being the West 200.75 feet, more or less of Rector Street which was vacated September 4, 1980 and conveyed to the Austin Redevelopment Authority by Quitclaim Deed recorded in Vol. 7163, Page 609, Deed Records, Travis County, Texas

LOCALLY KNOWN AS/  
CITY TAX PARCEL NO.

LEGAL DESCRIPTION

1223-25 Rosewood  
2-0609-0103

5,285 square feet of land out of Outlot 61, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Vol. 7600, Page 540, Deed Records of Travis County, Texas

2-85-9841

1600 East 10th  
2-0508-0113

Lot 1, Block 7, Outlot 6, Division B, Austin, Travis County, Texas

1602 East 10th  
2-0508-0112

Lot 2, Block 7, Outlot 6, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Vol. 6187, Page 867, Deed Records, Travis County, Texas

1604 East 10th  
2-0508-0111

Lot 3, Block 7, Outlot 6, Division B, Austin, Travis County, Texas, and being the same tract of land conveyed to the Urban Renewal Agency of the City of Austin by Judgment recorded in Vol. 6187, Page 867, Deed Records of Travis County, Texas

LOCALLY KNOWN AS/  
CITY TAX PARCEL NO.:LEGAL DESCRIPTION

807 Nile Street  
2-0612-2004

Lot 43, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

2-85-9842

908 Nile Street  
2-0602-2005

Lot 42, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

905 Walter  
2-0612-2007

Lot 40, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

907 Walter  
2-0612-2008

Lot 39, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

909 Walter  
2-0612-2009

Lot 38, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

911 Walter  
2-0612-2010

Lot 37, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

913 Walter  
2-0612-2011

Lot 36, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

915 Walter  
200612-2012

Lot 35, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

917 Walter  
2-0612-2013

Lot 34, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

1003 Walter  
2-0612-2019

Lot 28, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas



LOCALLY KNOWN AS/  
CITY TAX PARCEL NO.:LEGAL DESCRIPTION

1005 Walter  
2-0612-2020

Lot 27, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

1007 Walter  
2-0711-1201

Lot 27, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

2-85-9843

1009 Walter  
2-0612-1202

Lot 25, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

1011 Walter  
2-0711-1203

Lot 24, Block A, Rosewood Village,  
Section Eight, Amended, according  
to the plat of record in Book 67,  
Page 59, Plat Records, Travis  
County, Texas

2-0711-1301

Tract 1, Rosewood Village, Section  
Six, according to the plat of record  
in Book 51, Page 44, Plat Records,  
Travis County, Texas

2-0812-0820

Being all that certain tract, piece  
or parcel of land shown as "Utility  
and Drainage Dedication" as shown on  
the plat of Rosewood Village, Section  
Three, according to the plat of record  
in Book 50, Page 12, Plat Records,  
Travis County, Texas, SAVE AND EXCEPT  
HOWEVER Lot 14 and a portion of Lot  
8-A, shown on the Resubdivision of Lot  
8, Block "B", Rosewood Village, Section  
Two, and a portion of Rosewood Village,  
Section Three, as shown in Book 54,  
Page 52, Plat Records, Travis County,  
Texas

2-0811-0701

Being all of that certain tract, piece  
or parcel of land shown as "Drainage  
and Utility Dedication" as shown on the  
Plat of Rosewood Village, Section Four,  
according to the plat of record in Book  
49, Page 76, Plat Records, Travis  
County, Texas

## FIELD NOTES

2-85-9845

FIELD NOTES OF 7,131 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane,  
as used on the ground, at the most Northerly corner of the tract  
herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 999.50';  
S  $22^{\circ}$  - 39' W, 107.00 and S  $66^{\circ}$  - 42' E, 15.00' from a City  
Monument at the intersection of the centerlines of Rosewood Avenue  
and Chicon Street;

THENCE; S  $66^{\circ}$  - 42' E, 123.70' to a point at the northeast corner  
of the tract;

THENCE; S  $23^{\circ}$  - 12' W, 61.00' to a point at the southeast corner  
of the tract;

THENCE; N  $66^{\circ}$  - 42' W, 113.31; to an iron pin set at the Easterly  
line of Lawson Lane and the beginning of a curve;

THENCE; with curve to the left whose elements are Arc Length =  
61.90', Chord Length = 61.70' and whose Chord Bearing is N  $22^{\circ}$  -  
39' E to the place of the beginning, containing 7,131 square feet  
of land as surveyed September, 1981 by Homer W. Parker, Registered  
Public Surveyor.

Locally known as:

1133 Lawson  
2-0609-06

## FIELD NOTES

2-85-9846

FIELD NOTES OF 6,894 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane,  
as used on the ground, at the most Northerly corner of the tract  
herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 999.50';  
S  $22^{\circ}$  - 39' W, 168.00' and S  $66^{\circ}$  - 42' E, 25.00' from a City  
Monument at the intersection of the centerlines of Rosewood Avenue  
and Chicon Street;

THENCE; S  $66^{\circ}$  - 42' E, 113.31' to a point at the northeast corner  
of the tract;

THENCE; S  $23^{\circ}$  - 12' W, 61.00' to a point at the southeast corner  
of the tract;

THENCE; N  $66^{\circ}$  - 42' W, 112.73' to an iron pin set at the Easterly  
line of Lawson Lane;

THENCE; N  $22^{\circ}$  - 39' E, 61.00' to the place of beginning containing  
6,894 square feet of land as surveyed September, 1981, by Homer W.  
Parker, Registered Public Surveyor.

Locally known as:

1131 Lawson  
2-0609-06

## FIELD NOTES

2-85-9847

FIELD NOTES OF 6,859 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane,  
as used on the ground, at the most Northerly corner of the tract  
herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 999.50';  
S  $22^{\circ}$  - 39' W, 229.00' and S  $66^{\circ}$  - 42' E, 25.00' from a City  
Monument at the intersection of the centerlines of Rosewood Avenue  
and Chicon Street;

THENCE; S  $66^{\circ}$  - 42' E, 112.73' to a point at the northeast corner  
of the tract;

THENCE; S  $23^{\circ}$  - 12' W, 61.00' to a point at the southeast corner  
of the tract;

THENCE; N  $66^{\circ}$  - 42' W, 112.15' to an iron pin set at the Easterly  
line of Lawson Lane;

THENCE; N  $22^{\circ}$  - 39' E, 61.00' to the place of beginning containing  
6,859 square feet of land as surveyed September, 1981 by Homer W.  
Parker, Registered Public Surveyor.

Locally known as;

1129 Lawson

2-0609-06

## FIELD NOTES

2-85-9848

FIELD NOTES OF 6,823 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane,  
used on the ground, at the most Northerly corner of the tract  
herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 999.50';  
S  $22^{\circ}$  - 39' W, 290.00' and S  $66^{\circ}$  - 42' E, 25.00' from a City  
Monument at the intersection of the centerlines of Rosewood Avenue  
and Chicon Street;

THENCE; S  $66^{\circ}$  - 42' E, 112.15' to a point at the northeast corner  
of the tract;

THENCE; S  $23^{\circ}$  - 12' W, 61.00' to a point at the southeast corner  
of the tract;

THENCE; N  $66^{\circ}$  - 42' W, 111.57' to an iron pin set at the Easterly  
line of Lawson Lane;

THENCE; N  $22^{\circ}$  - 39' E, 61.00' to the place of beginning containing  
6,823 square feet of land as surveyed September, 1981 by Homer W.  
Parker, Registered Public Surveyor.

Locally known as;

1127 Lawson  
2-0609-06

## FIELD NOTES

2-85-9849

FIELD NOTES OF 6,788 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane,  
as used on the ground, at the most Northerly corner of the tract  
herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 999.50';  
S  $22^{\circ}$  - 39' W, 351.00' and S  $66^{\circ}$  - 42' E, 25.00' from a City  
Monument at the intersection of the centerlines of Rosewood  
Avenue and Chicon Street;

THENCE; S  $66^{\circ}$  - 42' E, 111.57' to the northeast corner of the  
tract;

THENCE; S  $23^{\circ}$  - 12' W, 61.00' to the southeast corner of the  
tract;

THENCE; N  $66^{\circ}$  - 42' W, 110.98' to an iron pin set at the Easterly  
line of Lawson Lane;

THENCE; N  $22^{\circ}$  - 39' E, 61.00' to the place of the beginning,  
containing 6,788 square feet of land as surveyed September, 1981  
by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1125 Lawson

2-0609-06

## FIELD NOTES

2-85-9850  
FIELD NOTES OF 7,697 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the Easterly line of Lawson Lane, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 999.50';  $22^{\circ}$  - 39' W, intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; S  $66^{\circ}$  - 42' E, 110.98' to the northeast corner of the tract;

THENCE; S  $23^{\circ}$  - 12' W, 70.00' to an iron pin set on the Northerly line of Gregory Street;

THENCE; N  $66^{\circ}$  - 42' W, 95.25' to an iron pin set at the beginning of a curve;

THENCE; with curve to the right whose elements are Radius = 15.00', Arc Length = 23.68'. Chord Length = 21.30' and whose Chord Bearing is N  $21^{\circ}$  - 28' W to an iron pin on the Easterly line of Lawson Street;

THENCE; N  $22^{\circ}$  - 39' E, 55.00' to the place of beginning, containing 7,697 square feet of land as surveyed September, 1981, by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1123 Lawson  
2-0609-06





## FIELD NOTES

2-85-9851

FIELD NOTES OF 7,701 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the Westerly line of Leona Street, as used on the ground, at the Northerly corner of the tract herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 671.50'; S  $23^{\circ}$  - 45' W, 591.00' and N  $66^{\circ}$  - 42' W, 20.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N  $66^{\circ}$  - 42' W, 110.98' to the northwest corner of the tract;

THENCE; S  $23^{\circ}$  - 12' W, 70.00' to an iron pin set on the Northerly line of Gregory Street;

THENCE; S  $66^{\circ}$  - 42' E, 95.25' parallel to the baseline of Gregory Street to a pin set at the beginning of a curve;

THENCE; with curve to the left whose elements are Radius = 15.00', Arc Length = 23.44', Chord Length = 21.13' and whose Chord Bearing is N  $68^{\circ}$  - 31' E to an iron pin on the Westerly line of Leona Street;

THENCE; N  $23^{\circ}$  - 45' E, 55.00' to the place of beginning, containing 7,701 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1120 Leona  
2-0609-06

## FIELD NOTES

FIELD NOTES OF 6,788 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE  
FOLLOWING METES AND BOUNDS.

2-85-9852

BEGINNING at in iron pin set in the Westerly line of Leona Street,  
as used on the ground, at the most Northerly corner of the tract  
herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 671.50';  
S  $23^{\circ}$  - 45' W, 530.00' and N  $66^{\circ}$  - 42' W, 20.00' from a City  
Monument at the intersection of the centerlines of Rosewood Avenue  
and Chicon Street;

THENCE; N  $66^{\circ}$  - 42' W, 111.57 ' to a point at the northwest corner  
of the tract;

THENCE; S  $23^{\circ}$  - 12' W, 61.00' to a point at the southwest corner  
of the tract;

THENCE; S  $66^{\circ}$  - 42' E, 110.98' to an iron pin on the Westerly line  
of Leona Street;

THENCE; N  $23^{\circ}$  - 45' E, 61.00' to the place of beginning, containing  
6,788 square feet of land as surveyed September, 1981 by Homer W.  
Parker, Registered Public Surveyor.

Locally known as:  
1122 Leona  
2-0609-06

## FIELD NOTES

2-85-9853

FIELD NOTES OF 6,823 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE  
FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Westerly line of Leona Street, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 671.50'; S  $23^{\circ}$  - 45' W, 469.00' and N  $66^{\circ}$  - 42' W, 20.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE: N  $66^{\circ}$  - 42' W, 112.15' to a point at the northwest corner of the tract;

THENCE; S  $23^{\circ}$  - 12' W, 61.00' to a point at the southwest corner of the tract;

THENCE; S  $66^{\circ}$  - 42' E, 111.57' to an iron pin on the Westerly line of Leona Street;

THENCE; N  $23^{\circ}$  - 45' E, 61.00' to the place of the beginning, containing 6,823 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1124 Leona  
2-0609-06

## FIELD NOTES

2-85-9854

FIELD NOTES OF 6,859 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE  
FOLLOWING METES AND BOUNDS.

BEGINNING at an iron pin set in the Westerly line of Leona Street,  
as used on the ground, at the most Northerly corner of the tract  
herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 671.50';  
S  $23^{\circ}$  - 45' W, 404.00' and N  $66^{\circ}$  - 42' W, 20.00' from a City  
Monument at the intersection of the centerlines of Rosewood Avenue  
and Chicon Street;

THENCE; N  $66^{\circ}$  - 42' W, 112.73' to a point at the northwestern  
corner of the tract;

THENCE; S  $23^{\circ}$  - 12' W, 61.00' to a point at the southwestern corner  
of the tract;

THENCE; S  $66^{\circ}$  - 42' E, 112.15' to an iron pin on the Westerly line  
of Leona Street;

THENCE; N  $23^{\circ}$  - 45' E, 61.00' to the place of the beginning,  
containing 6,859 square feet of land as surveyed September, 1981  
by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1126 Leona  
2-0609-06

## FIELD NOTES

FIELD NOTES OF 6,894 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE  
FOLLOWING METES AND BOUNDS.

2-85-9855

BEGINNING at an iron pin set in the Westerly line of Leona Street, as used on the ground, at the most Northerly corner of the tract herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 671.50'; S  $23^{\circ}$  - 45' W, 343.00' and N  $66^{\circ}$  - 42' W, 20.00' from a City Monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N  $66^{\circ}$  - 42' W, 113.31' to a point at the northwestern corner of the tract;

THENCE; S  $23^{\circ}$  - 12' W, 61.00' to a point at the southwestern corner of the tract;

THENCE; S  $66^{\circ}$  - 42' E, 112.73' to an iron pin on the Westerly line of Leona Street;

THENCE; N  $23^{\circ}$  - 45' E, 61.00' to the place of the beginning, containing 6,894 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1128 Leona  
2-0609-06

## FIELD NOTES

2-85-9856

FIELD NOTES OF 7,228 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the Westerly line of Leona Street,  
as used on the ground, at the Northerly corner of the tract herein  
described, said iron pin set bears S  $80^{\circ}$  - 43' W, 671.50';  
S  $23^{\circ}$  - 45' W, 281.52' and N  $64^{\circ}$  - 17' W, 20.00' from a City  
Monument at the intersection of the centerlines of Rosewood Avenue  
and Chicon Street;

THENCE; N  $64^{\circ}$  - 17' W, 92.14' to a point;

THENCE; N  $78^{\circ}$  - 49' W, 22.00' to the northwest corner of the  
tract;

THENCE; S  $23^{\circ}$  - 12' W, 61.00' to the southwest corner of the  
tract;

THENCE; S  $66^{\circ}$  - 42' E, 113.31; to an iron pin on the Westerly line  
of Leona Street;

THENCE; N  $23^{\circ}$  - 45' E, 61.48' to the place of beginning, containing  
7,228 square feet of land as surveyed September, 1981 by Homer W.  
Parker, Registered Public Surveyor.

Locally known as:

1130-32 Leona  
2-0609-06

## FIELD NOTES

2-85-9857

FIELD NOTES OF 9,304 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the Westerly line of Leona Street,  
as used on the ground, at the Northerly corner of the tract herein  
described, said iron pin set bears S  $80^{\circ}$  - 43' W, 671.50'; S  $23^{\circ}$  -  
45' W, 36.00' and N  $80^{\circ}$  - 43' E, 57.00' from a City Monument at  
the intersection of the centerlines of Rosewood Avenue and Chicon  
Street;

THENCE; N  $80^{\circ}$  - 43' E, 99.33; to an iron pin on the northwest  
corner of the tract;

THENCE; S  $16^{\circ}$  - 20' W, 57.70' to a large pecan tree;

THENCE; S  $70^{\circ}$  - 55' E, 104.34' to an iron pin on the Westerly line  
of Leona Street;

THENCE; N  $23^{\circ}$  - 45' E, 48.00' to an iron pin set at the beginning  
of a curve;

THENCE; with curve to the left whose elements are Arc Length =  
46.48', Chord Length = 46.23', and whose Chord Bearing is N  $13^{\circ}$  -  
30' E to an iron pin set at change of curvature of curve;

THENCE; with curve to the left whose elements are Arc Length =  
26.85', Chord Length = 23.40' and whose Chord Bearing is N  $48^{\circ}$  -  
01' W to the place of beginning containing 9,304 square feet of land  
as surveyed September, 1981 by Homer W. Parker, Registered Public  
Surveyor.

Locally known as:

1138 Leona  
2-0609-06

## FIELD NOTES

2-85-9858

FIELD NOTES OF 7,448 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS,  
BEING THE SAME TRACT OF LAND AS DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin found in the Westerly line of Salina Street,  
as used on the ground, at the Easterly corner of the tract herein  
described, said iron pin set bears N  $66^{\circ}$  - 42' W, 311.06'; N  $23^{\circ}$  -  
15' E, 496.03' and N  $66^{\circ}$  - 42' W, 20.00' from a city monument  
at the intersection of the centerlines of Chicon Street and East  
Eleventh Street;

THENCE; N  $66^{\circ}$  - 45' W, 115.46' to an iron pin found at the most  
Northerly corner of the tract;

THENCE; S  $24^{\circ}$  - 06' W, 65.06' to an iron pin set at the most  
Westerly corner of the tract;

THENCE; S  $66^{\circ}$  - 43' E, 101.41' to an iron pin set at the beginning  
of a curve;

THENCE; with curve to the left whose elements are Radius = 15.00',  
Arc Length = 23.58', Chord Length = 21.13' and whose Chord  
Bearing is N  $68^{\circ}$  - 17' E to an iron pin set on the Westerly line  
of Salina Street;

THENCE; N  $23^{\circ}$  - 15' W, 50.18' to the place of beginning, containing  
7,448 square feet of land as surveyed September, 1981 by Homer  
W. Parker, Registered Public Surveyor.

Locally known as:

1118 Salina  
2-0609-0719



## FIELD NOTES

2-85-9859

FIELD NOTES OF 14,824 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS  
BEING THE SAME TRACT OF LAND DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the southerly line of Rosewood Avenue, as used on the ground, at the most northerly corner of the tract herein described, said pin bears S  $80^{\circ}$  - 43' W, 1520.06'; S  $23^{\circ}$  - 18' W, 35.00' from a city monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; S  $23^{\circ}$  - 18' W, 56.75' to a point;

THENCE; S  $23^{\circ}$  - 18' W, 70.00' to a point;

THENCE; S  $23^{\circ}$  - 18' W, 70.40' to a point at the southeast corner of the tract;

THENCE; N  $66^{\circ}$  - 42' W, 88.50' to a point at the southwest corner of the tract;

THENCE; N  $24^{\circ}$  - 01' E, 141.80' to a pin set in the southerly line of Rosewood Avenue;

THENCE; N  $80^{\circ}$  - 43' E, 103.00' to the place of beginning containing 14,824 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1415 Rosewood

2-0609-0401

2-0609-0402

2-0609-0417

Including vacated Comal Street

## FIELD NOTES

2-85-9860

FIELD NOTES OF 2,030 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS  
BEING THE SAME TRACT OF LAND DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the westerly line of Concho Street, as used on the ground, at the most easterly corner of the tract herein described said pin bears S  $80^{\circ}$  - 43' W, 1381.93'; S  $23^{\circ}$  - 18' W, 307.28'; N  $66^{\circ}$  - 42' W, 40.00', from a city monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; with curve to the left whose elements are Radius = 50.00', Arc Length = 45.00', Chord Length = 43.75' and whose Chord Bearing is N  $86^{\circ}$  - 45' W to a point;

THENCE; N  $66^{\circ}$  - 42' W, 123.00' to a point at the southwest corner of the tract;

THENCE; N  $24^{\circ}$  - 01' E, 15.00' to a point at the northwest corner of the tract;

THENCE; S  $66^{\circ}$  - 42' E, 88.50' to a point;

THENCE; S  $66^{\circ}$  - 42' E, 75.00' to the place of beginning containing 2,030 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

A portion of the North 1/2 of vacated Gregory Street

## FIELD NOTES

2-85-9861

FIELD NOTES OF 6,288 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS  
BEING THE SAME TRACT OF LAND DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the westerly line of Concho Street,  
as used on the ground, at the most southerly corner of the tract  
herein described said pin bears S  $80^{\circ}$  - 43' W, 1381.93'; S  $23^{\circ}$  -  
18' W, 292.28'; N  $66^{\circ}$  - 42' W, 25.00', from a city monument at  
the intersection of the centerlines of Rosewood Avenue and Chicon  
Street;

THENCE; with curve to the right whose elements are Radius = 15.00',  
Arc Length = 23.56', Chord Length = 21.21' and whose Chord Bearing  
is S  $68^{\circ}$  - 18' W to a point;

THENCE; N  $66^{\circ}$  - 42' W, 75.00' to a point at the southwest corner  
of the tract;

THENCE; N  $23^{\circ}$  - 18' E, 70.40' to a point at the northwest corner  
of the tract;

THENCE; S  $66^{\circ}$  - 42' E, 90.00' to a pin set in the westerly line  
of Concho Street;

THENCE; S  $23^{\circ}$  - 18' W, 55.40' to the place of beginning containing  
6,288 square feet of land as surveyed September, 1981 by Homer  
W. Parker, Registered Public Surveyor.

Locally known as:

1100 Concho Street  
2-0609-04(15, 16)

## FIELD NOTES

2-85-9862  
FIELD NOTES OF 6,300 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS  
BEING THE SAME TRACT OF LAND DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the westerly line of Concho Street, as used on the ground, at the most southerly corner of the tract herein described, said iron pin set bears S  $80^{\circ}$  - 43' W, 1381.93'; S  $23^{\circ}$  - 18' W, 236.88'; N  $66^{\circ}$  - 42' W, 25.00', from a city monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N  $66^{\circ}$  - 42' W, 90.00' to a point at the southwest corner of the tract;

THENCE; N  $23^{\circ}$  - 18' E, 70.00' to a point at the northwest corner of the tract;

THENCE; S  $66^{\circ}$  - 42' E, 90.00' to a pin set in the westerly line of Concho Street;

THENCE; S  $23^{\circ}$  - 18' W, 70.00' to the place of beginning containing 6,300 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1102 Concho Street  
2-0609-04 (15, 16, 03, 04)

## FIELD NOTES

2-85-9863

FIELD NOTES OF 6,645 SQUARE FEET OF LAND OUT OF OUTLOT 61,  
DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS  
BEING THE SAME TRACT OF LAND DESCRIBED BY THE FOLLOWING  
METES AND BOUNDS.

BEGINNING at an iron pin set in the westerly line of Concho Street, as used on the ground, at the most southerly corner of the tract herein described said iron pin set bears S  $80^{\circ}$  - 43' W, 1381.93'; S  $23^{\circ}$  - 18' W, 166.88'; N  $66^{\circ}$  - 42' W, 25.00', from a city monument at the intersection of the centerlines of Rosewood Avenue and Chicon Street;

THENCE; N  $66^{\circ}$  - 42' W, 90.00' to a point at the southwest corner of the tract;

THENCE; N  $23^{\circ}$  - 18' E, 56.75' to a point at the northwest corner of the tract;

THENCE; N  $80^{\circ}$  - 43' E, 59.59' parallel to the centerline of Rosewood Avenue to a pin set at the beginning of a curve;

THENCE. with curve to the right whose elements are Radius = 15.00', Arc Length = 23.56', Chord Length = 21.21' and whose Chord Bearing is S  $54^{\circ}$  - 17' E to a pin set at the beginning of another curve;

THENCE; with curve to the right whose elements are Radius = 126.00', Arc Length = 71.09', Chord Length = 70.13' and whose Chord Bearing is S  $07^{\circ}$  - 13' W to an iron pin on the westerly line of Concho Street;

THENCE; S  $23^{\circ}$  - 18' W, 16.42' to the place of beginning containing 6,645 square feet of land as surveyed September, 1981 by Homer W. Parker, Registered Public Surveyor.

Locally known as:

1104-06 Concho  
2-0609-04 (03, 04)

SCHEDULE 2

<u>LOCAL ADDRESS</u>	<u>MONTHLY RENT</u>	<u>TERM</u>
1117 1/2 Salina 2-0609-0838	\$240.00	Month to Month
1309 Rosewood 2-0609-0114	\$ 25.00	Month to Month
Symphony Square 2-0805-1013 and Symphony Plaza 2-0805-1302	\$650.00*	6/1/75 - 12/31/2025
2-85-9864		
*See specific terms in lease attached hereto.		
1100 East 1st 2-0405-0612	\$400.00	8/6/81-8/5/82

THE STATE OF TEXAS

()

COUNTY OF TRAVIS

()

KNOW ALL MEN BY THESE PRESENTS:

RENTAL AGREEMENT

This Agreement made this day by and between the AUSTIN REDEVELOPMENT AUTHORITY, hereinafter called "ARA" and Mr. & Mrs. Clarence Jackson, hereinafter called "Renter".

WITNESSETH:

2-85-9865

1. Term.

In consideration of the mutual covenants and conditions hereinafter set forth, the ARA hereby rents unto the Renter, and the Renter hereby rents from the ARA the property located at 1117 1/2 Salina, in Austin, Travis County, Texas, and described as Black-shear Parcel No. 1-17 for the primary term of ninety (90) days from the date hereof, and from month to month thereafter; provided, however, that the Renter is under no obligation or duty to rent the property for any specific length of time and the Renter may terminate this lease at any time that he chooses by giving the ARA ten days notice of his intention to vacate.

2. Rent

a. Amount - Rent for the property covered by this agreement is \$ 240.00 per month, (which amount has been computed under the provisions of the current U. S. Department of Housing and Urban Development, Urban Renewal Handbook and the applicable Federal and State laws in effect at the time of signing this agreement).

b. Date Due - The amount of \$ 80.00 is due on May 22, 19 81, for the period ending May 31, 19 81. Thereafter, payments of \$ 240.00 will be due in

advance on the first day of each month. Rent will be considered in default if not paid by the fifth (5th) day of each month.

- c. Place of Payment - All payments shall be made by the Renter to the ARA at the following address: 307 East 14th Street, Austin, Texas, 78701, or to any address hereinafter designated in writing by the ARA. 2-85-9866
- d. Effect of Nonpayment of Rent - If the Renter fails to pay the rent as herein required, he shall run the risk of being evicted from the property.
- e. Effect of Renter Moving During the Month - If the Renter moves before the end of any period for which rent has been paid in advance, the Renter is entitled to a refund on the unused portion of his rent.
- f. Renter's Duty to Pay Rent - The Renter's duty to pay rent is expressly dependent on the ARA satisfying its duty to maintain the property, as hereinafter set out in Paragraph 3.

3. Maintenance

- a. The ARA is responsible for the following maintenance of the property being rented.
- (1) Maintain the existing plumbing, heating and electrical systems in a safe operating condition not, however, to include major plumbing or rewiring of any substandard structure scheduled for demolition.
  - (2) Make minor repairs on such items as porches, floors, walls, etc., so that the house is safe for occupancy.



- (3) Maintain the exterior premises in a manner designed to protect the health and safety of the Renter; not, however, to include normal household maintenance as mowing lawns, trimming, removal of garbage, etc.
- (4) Maintain in safe operating condition or remove, any subsidiary buildings, fences and walls.
- (5) Control weeds and other unsightly growth which would not be removed by the simple act of mowing the lawns, trimming, etc., which are specifically the duty of Renter.

2-85-9867

b. Responsibility of Renter

- (1) The Renter shall maintain the premises in at least as good condition as they were in at the date of signing this Agreement or any repair on the property, whichever date was last, reasonable wear and tear excluded.
- (2) Renter shall be responsible for normal yard work such as mowing, trimming, raking of leaves, etc.

4. Eviction

- a. Termination of tenancy and eviction shall be undertaken only as a last resort and only under one or more of the following circumstances:
  - (1) Failure to pay rent when due.
  - (2) Maintenance of a nuisance or use of the premises for illegal purposes.
  - (3) A material breach of this rental agreement.
  - (4) Refusal to consider accommodations meeting relocation standards.

- (5) Failure or refusal to admit or cooperate with a relocation interviewer.

5. Use and Occupancy.

The use and occupancy of this property is limited to Single Family Residential.

6. Fixtures.

Upon vacating the property, the Renter shall not remove any items of realty, such as plumbing and electrical fixtures, cabinets, fences and the like.

2-85-9868

7. Grievances.

a. Right to Grievance Hearing.

Whenever the Renter of ARA has a complaint under this agreement, which the parties have been unable to resolve through mutual consultation, the party is entitled to a fair hearing before the Board of Commissioners.

b. Initiation of Grievance Procedure.

- (1) This grievance procedure may, at the option of either party, be utilized by contacting either or both of the persons named below who shall have the responsibility of arranging a grievance hearing:

a. Renter's Nominee:

Fred Fuchs, Legal Aid Society

(Name)

Ninth Floor, Perry Brooks Bldg.

8th at Brazos, Austin 476-7244

(Address)

(Telephone)

b. The ARA through:

Brenda E. Reese

(Name)

307 East 14th Street

Austin, Texas, 78701

(Address)

477-5711

(Telephone)

- (2) The hearing called for hereunder shall be held within ten (10) days after the notification of the other party that a hearing is requested.

c. Conduct of Hearing.

The tenant may be represented by counsel or another person chosen as a representative. The hearing shall be private unless tenant requests, and the ARA Board of Commissioners agrees to, a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings. Tenant may examine before the hearing all documents, records and regulations of the ARA that are relevant to the hearing. Tenant may present evidence and arguments in support of his grievance, and cross-examine all witnesses on whose testimony or information the ARA relies. Hearings conducted by the Board shall be informal and any oral or documentary evidence, as limited however to the facts and issues raised by the grievance and answer, may be received by the Board without regard to whether that evidence would be admissible under rules of evidence employed in judicial proceedings.

2-85-9869

d. Decision of Grievance Committee.

The decision of the Board shall be based solely and exclusively upon facts presented at the hearing and upon applicable regulations and the authorities listed in Paragraph "f" below. The Board shall prepare its written recommendation giving its reasons or basis therefor, within a reasonable time after date of the hearing, and in any event, not more than 10 days thereafter, and shall mail or deliver a copy thereof to both parties. The written decision of the Board shall be maintained on file by the ARA. Findings and determinations shall be advisory only, however, the decision will be given great weight, and either party shall have the right to his regular remedies under the law.

e. Right to Counsel.

Both parties shall have a right to counsel. Such right includes advice to the Renter (which is hereby specifically given) that free legal assistance is available to indigents from the Community Legal Services Program and the Travis County Legal Aid and Defender Society, if the Renter meets all qualification for such free legal assistance.

2-85-9870

f. Policy Questions.

Questions of law and policy shall be determined by reference to the applicable statutes and regulations.

8. Nothing in this Rental Agreement shall diminish the rights of the Renter under the Constitution of Laws of the United States, the Constitution or Laws of the State of Texas, or the regulations promulgated by the U. S. Department of Housing and Urban Development, applicable to renewal projects. All such laws are hereby expressly incorporated into and made a part of this lease for the express benefit of the Renter.

ENTERED INTO AND AGREED UPON, this 3rd day of June, 1981.

Mary McClarn Jackson  
RENTER

THE AUSTIN REDEVELOPMENT AUTHORITY

By: Brenda E. Reese

WITNESS:

Suzanne Chesser

THE STATE OF TEXAS     ()  
                              ()  
COUNTY OF TRAVIS     ()

KNOW ALL MEN BY THESE PRESENTS:

NOV 5 1979

AUSTIN, TEXAS

RENTAL AGREEMENT

This Agreement made this day by and between the AUSTIN REDEVELOPMENT AUTHORITY, hereinafter called "ARA", and IRENE PATTERSON, hereinafter called "Renter",

## WITNESSETH:

1. Term.

In consideration of the mutual covenants and conditions hereinafter set forth, the ARA hereby rents unto the Renter, and the Renter hereby rents from the ARA the property located at 1309 Rosewood, in Austin, Travis County, Texas, and described as Blackshear Parcel No. 10-2 for the primary term of ninety (90) days from the date hereof, and from month to month thereafter; provided, however, that the Renter is under no obligation or duty to rent the property for any specific length of time and the Renter may terminate this lease at any time that he chooses by giving the ARA twenty-four (24) hours notice of his intention to vacate.

2-85-9871

2. Rent.

- a. Amount - Rent for the property covered by this agreement is \$25.00 per month, (which amount has been computed under the provisions of the current U. S. Department of Housing and Urban Development, Urban Renewal Handbook and the applicable Federal and State laws in effect at the time of signing this agreement, said computations being attached hereto).
- b. Date Due - The amount of \$ 17.50 is due on November 10, 1979, for the period ending December 1, 1979. Thereafter, payments of \$ 25.00 will be due in advance on the first day of each month. Rent will be considered in default if not paid by the seventh (7th) day of each month.
- c. Place of Payment - All payments shall be made by the Renter to the ARA at the following address: 307 E. 14th Street, Austin, Texas, or to any address hereinafter designated in writing by the ARA.
- d. Effect of Nonpayment of Rent - If the Renter fails to pay the rent as herein required, he shall run the risk of being evicted from the property.

RECORDERS MEMORANDUM  
ALL OR PARTS OF THE TEXT ON THIS PAGE  
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECOGNITION

- e. Effect of Renter Moving During the Month - If the Renter moves before the end of any period for which rent has been paid in advance, the Renter is entitled to a refund on the unused portion of his rent.
- f. Renters Duty to Pay Rent - The Renter's duty to pay rent is expressly dependent on the ARA satisfying its duty to maintain the property as hereinafter set out in Paragraph 3.

Maintenance.

2-85-9872

- a. The ARA is responsible for the following maintenance of the property being rented.
  - (1) Maintain the existing plumbing, heating and electrical systems in a safe operating condition, not, however, to include major plumbing or rewiring of any substandard structure scheduled for demolition.
  - (2) Make minor repairs on such items as porches, floors, walls, etc., so that the house is safe for occupancy.
  - (3) Provide for extermination or control of rodents and other vermin.
  - (4) Maintain the exterior premises in a manner designed to protect the health and safety of the Renter; not, however, to include such normal household maintenance as mowing lawns, trimming, removal of garbage, etc.
  - (5) Maintain in safe operating condition or remove, any subsidiary buildings, fences and walls.
  - (6) Control weeds and other unsightly growth which would not be removed by the simple act of mowing the lawns, trimming, etc., which are specifically the duty of Renter.
  - (7) Remove unsightly junk and debris, (such as plumbing fixtures, abandoned automobiles, etc., from the premises), not left or deposited by Renter subsequent to acquisition of the property by the ARA.
  - (8) Provide an adequate level of security and protection for the Renter, which may require the employment of private guards to supplement municipal protection services where necessary and available.

b. Responsibility of Renter.

- (1) The Renter shall maintain the premises in at least as good condition as they were in at the date of signing this Agreement or any repair on the property, whichever date was last, reasonable wear and tear excluded.

- (2) Renter shall be responsible for normal yard work such as mowing, trimming, raking of leaves, etc.

4. Other Services.

- a. The APA will provide, or make available, job, financial, educational, health or other services and counseling needed by the Renter. Such services and counseling include special provisions for hardship cases.
- b. The APA's right to terminate the tenancy and evict the Renter is dependent upon the APA's satisfying its duty to provide or make available the services listed above in Paragraph 4a, regardless of reason for eviction.

5. Eviction.

2-85-9873

- a. Termination of tenancy and eviction shall be undertaken only as a last resort and only under one or more of the following circumstances:
  - (1) Failure to pay rent when due.
  - (2) Maintenance of a nuisance or use of the premises for illegal purposes.
  - (3) A material breach of this rental agreement.
  - (4) Refusal to consider accommodations meeting relocation standards.
  - (5) Failure or refusal to admit or cooperate with a relocation interviewer.
- b. Prior to the Court hearing on any eviction proceeding, the tenant shall be given access to any APA records that are used in the decision to terminate the tenancy.
- c. Where eviction for Paragraph 5, Section A 1-3, APA still has duty to provide adequate relocation housing and social services.
- d. Where eviction for Paragraph 5, Section A 4-5, eviction only after ninety (90) days written notice, which notice will contain the reason therefor and after a hearing before the Grievance Committee.

6. Use and Occupancy.

The use and occupancy of this property is limited to single family residential.

7. Fixtures.

Upon vacating the property, the Renter shall not remove any items of realty, such as plumbing and electrical fixtures, cabinets, fences and the like.

8. Grievances.

a. Right to Grievance Hearing.

Whenever the Renter or APA has a complaint under this agreement, which the parties have been unable to resolve through mutual consultation, the party is entitled to a fair hearing before the grievance committee.

RECORDERS MEMORANDUM  
ALL OR PARTS OF THE TEXT ON THIS PAGE  
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

b. Initiation of Grievance Procedure

- (1) This grievance procedure may, at either parties option, be utilized by contacting either or both of the persons named below who shall have the responsibility of arranging a grievance hearing:

a. Renter's Nominee:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

## b. The ARA through

Tom Knickerbocker, Executive Director  
(Name)

307 E. 14th Street, Austin, Tx 78701  
(Address)

477-5711  
(Phone)

2-85-9874

- (2) The hearing called for hereunder shall be held within ten (10) days after the notification of the other party that a hearing is requested.

c. Makeup of Committee.

The grievance committee shall consist of one nominee of the Renter, one nominee of the ARA, and a third person to be chosen by the first two nominees.

d. Conduct of Hearing.

The tenant may be represented by counsel or another person chosen as a representative. The hearing shall be private unless tenant requests, and the Hearing Panel agrees, to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings. Tenant may examine before the hearing all documents, records and regulations of the ARA that are relevant to the hearing. Tenant may present evidence and arguments in support of his grievance, and cross-examine all witnesses on whose testimony or information the ARA relies. Hearings conducted by the Panel shall be informal and any oral or documentary evidence, as limited however to the facts and issues raised by the grievance and answer, may be received by the Hearing Panel without regard to whether that evidence would be admissible under rules of evidence employed in judicial proceedings.

e. Decision of Grievance Committee.

The decision of the Hearing Panel shall be based solely and exclusively upon facts presented at the hearing and upon applicable regulations and the authorities listed in Paragraph "g" below. The Hearing Panel shall prepare its written recommendation giving its reasons or basis therefor.



within a reasonable time after date of the hearing, and in any event, not more than 10 days thereafter, and shall mail or deliver a copy thereof to both parties. The written decision of the Hearing Panel shall be maintained on file by the ABA. Findings and determinations shall be advisory only, however, the decision will be given great weight, and either party shall have the right to his regular remedies under the law.

f. Right to Counsel.

2-85-9875

Both parties shall have a right to counsel. Such right includes advice to the Renter (which is hereby specifically given) that free legal assistance is available to indigents from the Community Legal Services Program and the Travis County Legal Aid and Defender Society, if the Renter meets all qualification for such free legal assistance.

g. Policy Questions.

Questions of law and policy shall be determined by reference to the applicable statutes and regulations.

9. Nothing in this Rental Agreement shall diminish the rights of the Renter under the Constitution or Laws of the United States, the Constitution or Laws of the State of Texas, or the regulations promulgated by the U. S. Department of Housing and Urban Development, applicable to renewal projects. All such laws are hereby expressly incorporated into and made a part of this lease for the express benefit of the Renter.

ENTERED INTO AND AGREED UPON, this \_\_\_\_\_ day of \_\_\_\_\_, 19 79.

Irene Patterson  
RENTER IRENE PATTERSON

THE AUTHORIZED MANAGEMENT AUTHORITY

By: Charles E. Wiltz  
Charles E. Wiltz

WITNESS:

ALBANY COUNTY NEWARK, NEW YORK

Memorandum to File:

Computation of Rent Factors (HHS Form 100)  
Based on: Gross Rent

Date: 10/23/79

Page: 10-2

Name: Irene Patterson  
Site:  
Address: 1309 Rosewood

File: Blackshear

File: A-11-2-

2-85-9876

1. Annual Income (Net) \$ 200.00 Mo. \$ 2,400.00

2. Gross Income (Net)

5 3 of G. 120.00

Deductions at minor \$

Mortgage deduction \$

Occupational deduction \$

Family member care \$

Household living expenses \$

3. Total deduction \$ 120.00

4. Annual income \$ 2,388.00

5. Annual monthly income (Net) \$ 199.00

6. Annual income (Net) (estimated monthly income) ÷ 4

25.00 24.75 (estimated) \$ 49.75

7. Annual income (Net) (estimated monthly income)

(estimated) \$

8. Annual income (Net) X for 1/2 to 1/2 to: \$

9. Annual income (Net) Reduce rent to \$25.00 - tenant will pay utilities

Reviewed:

10/24/79

P. W. Sneed  
Allocation Counselor  
P. W. Sneed

RECORDERS MEMORANDUM  
ALL OR PARTS OF THE TEXT ON THIS PAGE  
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

THE STATE OF TEXAS       §  
                                   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF TRAVIS       §

THAT WHEREAS, on the 19th day of November, 1974, the Urban Renewal Agency of the City of Austin as Lessor, and the Austin Symphony Orchestra Society, as Lessee, entered into a long term lease for Symphony Square, which lease is hereafter referred to as "The Basic Lease"; and,

WHEREAS, the Basic Lease was amended by a document dated March 25, 1977, hereinafter referred to as the "First Amendment"; and,

2-85-9877

WHEREAS, continued operation of the Symphony Square complex has indicated problems developing in connection with the care, control and security of the Symphony Square area; and,

WHEREAS, a further question has arisen over the extent to which the Symphony Society may sub-lease Symphony Square under the terms of the Basic Lease; and,

WHEREAS, to resolve the problems of security and control and to clarify the rights and duties of the Symphony Society in connection with a proposed sub-lease of the Square, it has become necessary to amend the Basic Lease as heretofore amended by the First Amendment; NOW THEREFORE,

# W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation acting herein by and through its duly authorized chairman, hereinafter called "Lessor", and the Austin Symphony Orchestra Society, a Texas non-profit corporation, acting herein by and through its duly authorized President, hereinafter called "Lessee", do hereby agree as follows:

1. Article 1, DEMISE OF PROPERTY, of the Basic Lease, as amended by paragraph 1 of the First Amendment, is hereby amended so that the same shall hereafter read as follows:

"1. DEMISE OF PROPERTY. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that certain real property situated in the City of Austin, Travis County, Texas, more particularly described as follows:

TRACT A: Lot 1, Symphony Square, a subdivision, in the City of Austin, Travis County, Texas, according to the map or plat of Record in Book 62, page 46, Plat Records of Travis County, Texas, SAVE AND EXCEPT the area within the drainage easement detailed in Inset 2 on the face of said plat.

RECORDERS MEMORANDUM  
 ALL OR PARTS OF THE TEXT ON THIS PAGE  
 WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

TRACT B: A description of a 0.6358 acre tract of land, being a part of Block 118 of the "Original City of Austin," Travis County, Texas:

COMMENCING, as a point of reference, from the intersection of the South Line of 11th Street, an 80.0 foot right of way and the East Line of Red River Street, an 80.0 foot right of way same being the Northwest corner of the said Block 118, for the Northwest corner of and POINT OF BEGINNING of this herein described tract;

THENCE, with the South right of way Line of 11th Street, same being the North Line of said Block 118, S 71°11'E, 100.00 feet to a point for the Northeast corner hereof;

THENCE, S 18°57'W, 277.06 feet to a point in the North right of way Line of 10th Street for the Southeast corner hereof;

THENCE, with the North right of way Line of said 10th Street, the South Line hereof N 71°08'W, 100.00 feet to a point at the intersection of the North right of way Line of 10th Street with the East Line of Red River Street for the Southwest corner hereof;

THENCE, with the East right of way Line of Red River Street, the West Line hereof, N 19°00'E, 276.89 feet to the POINT OF BEGINNING and containing 0.6358 acres of land more or less.

Said land and the buildings situated thereon are collectively known as Symphony Square.

2. Paragraph (c). of Article 5 of the Basic Lease is hereby amended so that the same shall hereafter read as follows:

"5. (c) The Lessee is authorized to sub-lease any or all of the leased premises for the purpose of providing food and beverage services for patrons of the facilities; provided that such facilities shall be operated in accordance with the terms of this lease and consistent with the Lessees' "educational, cultural and artistic purposes" as defined in Section 5 (a) hereof. Each sub-lease shall provide that it is subject to compliance with the terms of this lease, but otherwise may contain such terms and conditions as may be agreed upon by the Lessee and its sub-lessee."

EXECUTED IN TRIPLICATE ORIGINALS this 14th day of April, 1978.

URBAN RENEWAL AGENCY OF  
THE CITY OF AUSTIN

By: James Ingram  
Chairman

ATTEST

John M. Gil  
Secretary

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

By: [Signature]  
President

THE STATE OF TEXAS

( )

COUNTY OF TRAVIS

( )

KNOW ALL MEN BY THESE PRESENTS:

( )

THAT WHEREAS, on the 19<sup>th</sup> day of NOVEMBER, 1974, the Urban Renewal Agency of the City of Austin as Lessor, and the Austin Symphony Orchestra Society, as Lessee, entered into a long term lease for 2-85-9879 Symphony Square, which lease is hereafter called "The Basic lease"; and

WHEREAS, problems with construction and rehabilitation of the Symphony Square structures have delayed the completion of the project beyond the originally contemplated June 1, 1975 date; and,

WHEREAS, further refinement of the operation to be conducted at Symphony Square has made it desirable to modify the area being leased and the rent to be paid therefore; and,

WHEREAS, to carry forward the goals of the Lessor and the Lessee in utilizing and saving the valuable heritage represented by Symphony Square, it has become necessary to amend The Basic lease; NOW THEREFORE,

## W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation, acting herein by and through its duly authorized chairman, hereinafter called "Lessor", and The Austin Symphony Orchestra Society, a Texas nonprofit corporation, acting herein by and through its duly authorized President, hereinafter called "Lessee", do hereby agree as follows:

1. Exhibit "A", of the Basic lease, referred to and incorporated by reference therein by Article 1. of said Basic Lease, is hereby amended by adding thereto the following described property, as Tract #5; to-wit:

RECORDERS MEMORANDUM  
ALL OR PARTS OF THE TEXT ON THIS PAGE  
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

2. Article 4 of the Basic Lease is amended so that the same shall hereafter read as follows:

"4. RENT. The Lessee agrees to pay the Lessor as rent for the premises the sum of \$7,800.00 yearly, payable in monthly installments of \$650.00 on the first day of each month, in advance, SUBJECT, HOWEVER, to the following:

2-85-9880

(a) The first payment of \$650.00 shall be due and payable on January 1, 1977, and thereafter on the first day of each succeeding month throughout the term of this lease.

(b) The Lessee shall pay rent from June 1, 1975 through December 31, 1976, in an amount computed on the ratio that the amount of square feet of the demised premises actually occupied by Lessee bears to the total square footage included in Exhibit "A" of the Basic Lease. For purposes of this computation only, rent will be based on \$600.00 per month as originally contemplated by the Basic Lease.

(c) Lessee shall be credited with all funds actually expended by Lessee as part of the original cost of relocation and restoration of the buildings, including but not limited to, funds used for architects fees, engineering cost, and building, moving and refinishing expense.

(d) Lessee shall be credited with all funds actually expended by Lessee in furnishing the buildings, provided such furnishings become the property of Lessor at the end of the term for continued use in the buildings.

(e) Lessee shall be credited with all funds actually expended by Lessee for repairs and replacements to the buildings.

It is clearly understood by the parties that Lessee shall not receive credit on its rental payments for normal operating expenses such as telephone, utilities, insurance, office supplies and equipment and the like.

EXEMPTED IN TRIPLICATE ORIGINALS this 25<sup>th</sup> day of MARCH,  
1971.

URBAN RETIREMENT AGENCY  
OF THE CITY OF AUSTIN

ATTEST:

BY: [Signature]

Chairman

2-85-9881

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

BY: [Signature]

President

RECORDERS MEMORANDUM  
ALL OR PARTS OF THE TEXT ON THIS PAGE  
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

EXHIBIT "A-1"

Tract #5

DESCRIPTION

2-85-9882

DESCRIPTION OF A TRACT CONTAINING 2,712 SQUARE FEET  
OF LAND, BEING OUT OF SYMPHONY SQUARE SUBDIVISION  
OF RECORD IN BOOK 62 PAGE 46 OF THE PLAT RECORDS OF  
TRAVIS COUNTY, TEXAS.

BEGINNING at a point which bears S 71°-10' E, 60.45' from the most  
Northerly corner of Symphony Square Subdivision of record in Book 62  
Page 46 of the Plat Records of Travis County, Texas;

THENCE; S 71°-10' E, 31.50' to a point;

THENCE; S 19°-00' W, 10.00' to a point;

THENCE; S 03°-57' E, 67.42' to a point;

THENCE; N 84°-57' W, 24.00' to a point;

THENCE; N 31°-33' W, 36.20' to a point;

THENCE; N 19°-00' E, 32.08' to a point;

THENCE; N 71°-00' W, 9.00' to a point;

THENCE; S 19°-00' E, 21.42' to the place of beginning, containing 2,712  
Square Feet of land.

RECORDERS MEMORANDUM  
ALL OR PARTS OF THE TEXT ON THIS PAGE  
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION



THE STATE OF TEXAS

()

() KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

()

THAT WHEREAS, the Urban Renewal Agency of the City of Austin is the Owner of certain land which is being redeveloped for park, recreation, and other public uses in accordance with the Brackenridge Urban Renewal Plan; and,

2-85-9883

WHEREAS, the Agency is the Owner of certain venerable historical buildings, each of which has contributed to the heritage and culture of this City; and,

WHEREAS, it is the desire and determination of the Agency to restore such structures to usefulness insofar as that can be accomplished; and,

WHEREAS, the Agency does not possess the very long term capability of maintaining these historical structures which should be preserved for future generations; and,

WHEREAS, The Austin Symphony Orchestra Society shares the concern of the Agency for the restoration, preservation and maintenance of such historical structures, and in addition, has both the desire and the financial capacity to undertake the long term maintenance and up-keep thereof; and,

WHEREAS, both parties have determined that it is in the public interest to pool their resources to assure the restoration and long term maintenance of these historical examples of our city's early architecture; NOW, THEREFORE,

## W I T N E S S E T H:

That the Urban Renewal Agency of the City of Austin, a municipal corporation, acting herein by and through its duly authorized Chairman, hereinafter called "LESSOR", and The Austin Symphony Orchestra Society, a Texas non-profit corporation, acting herein by and through its duly authorized President, hereinafter called "LESSEE", do hereby agree as follows:

1. DEMISE OF PROPERTY. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that certain real property situated in the City of Austin, Travis County, Texas, more particularly described in

Exhibit "A" attached hereto and made a part hereof for all purposes, which land and buildings collectively are known as "Symphony Square" and "Symphony Plaza".

2. TERM. The primary term of this lease shall begin June 1, 1975, and shall end at midnight, December 31, 2025, unless sooner terminated as herein provided.

3. RENEWAL OPTION. Lessee shall have the right to renew and extend this lease for an additional term of fifty (50) years upon the same terms and conditions as in effect for the primary term. Said option shall be exercised by Lessee giving written notice thereof to Lessor on or before December 31, 2024. 2-85-9884

4. RENT. The Lessee agrees to pay the Lessor as rent for the premises the sum of \$7,200.00 yearly, payable in monthly installments of \$600.00 on the first day of each month, in advance, SUBJECT, HOWEVER, to the following:

(a) Lessee shall be credited with all funds actually expended by Lessee as part of the original cost of relocation and restoration of the buildings, including but not limited to, funds used for architects fees, engineering cost, and building moving and refinishing expense.

(b) Lessee shall be credited with all funds actually expended by Lessee in furnishing the buildings, provided such furnishings become the property of Lessor at the end of the term for continued use in the buildings.

(c) Lessee shall be credited with all funds actually expended by Lessee for repairs and replacements to the buildings.

It is clearly understood by the parties that Lessee shall not receive credit on its rental payments for normal operating expenses such as telephone, utilities, insurance, office supplies and equipment and the like.

5. USE OF THE PREMISES. The Lessee shall use the leased premises for its educational, cultural and artistic purposes and for no other purpose in accordance with the following conditions:

(a) For purposes of this agreement the terms "educational, cultural and artistic purposes" shall include but not be limited to the following: the maintenance of a permanent visible presence of the cultural and historical

dimension of the Lessee Society, with particular emphasis on music and the performing arts; the maintenance of historical or restored buildings demonstrating the cultural heritage of the community; the display of artifacts, heirlooms, antiques and tools related to the early history of the area; the demonstration of arts, crafts, handicraft and creative skills of a quality and variety tending to educate the public in the appreciation of the artist, the craftsman and the pioneer; the sponsorship and conduct of seminars, concerts, recitals, ballets, operas, and dramatic performance, and the general promotion and encouragement of the performing arts and the creative talents of the community and the education of the public in the appreciation thereof.

2-85-9885

(b) It shall not be deemed inconsistent with the foregoing that admission shall be charged for the seminars, exhibits, concerts or performances to be conducted on the premises, and it is understood and agreed that artisans and craftsmen shall be entitled to offer for sale to the public by express authority of the Lessee, but not otherwise, those items which are consistent with the educational, cultural and artistic purposes expressed herein.

(c) The parties understand and agree that food and beverage service facilities for the convenience of the public may be maintained either by volunteer services, catering, or sub-contract.

(d) It is agreed and understood that a portion of one of the buildings may be set aside for use as an office by the Austin Symphony Orchestra Society at which tickets to musical and other cultural activities may be sold.

(e) No person shall ever be denied access to the premises because of race, color, creed, sex or national origin.

6. LESSORS OBLIGATIONS.

(a) Lessor agrees to contract for the engineering, moving and restoration of the three historical buildings locally known as "The New Orleans Club", "Hardeman House" and "Hamilton House" and will provide funds not to exceed a maximum of \$90,000.00 for each building, conditioned upon

the performance by the Lessee of the provisions of this lease, including the provision of all additional funds required for the completion of the Symphony Square project which are not furnished by Lessor under the applicable regulations of The Department of Housing and Urban Development.

(b) Lessor further agrees to provide funds not to exceed \$45,000.00 <sup>2005-0886</sup> for moving and restoring the building known as "The Doyle House" for use by the Lessee in conjunction with the Symphony Square area, PROVIDED The Doyle House is located on park land east of the present Red River Street and south of the Symphony Square site, and PROVIDED FURTHER, that Lessee pays all costs in excess of \$45,000.00 herein specified for the engineering, design and interior work.

7. LESSEES OBLIGATIONS.

(a) Lessee shall be obligated to pay for all costs and out-of-pocket expenses for the moving and restoration of the buildings which are not funded by Lessor under the regulations of The Department of Housing and Urban Development.

(b) Lessee shall provide for all insurance, upkeep and maintenance on the leased premises in accordance with generally accepted standards for public buildings in Austin, Texas.

8. CHANGED CONDITIONS OR CIRCUMSTANCES.

In the event that, during the primary term or the renewal thereof, the maintenance of the restored buildings becomes impossible or unsafe to the public for structural reasons, the Lessee shall have the right at its own expense to replace the building or buildings with other historical buildings having similar historical or cultural quality with the consent of the Lessor, which shall not be unreasonably withheld. No requirement, however, exists, and the Lessor in no event shall have any duty to restore any of the buildings at any time after initial restoration as herein provided.

9. TERMINATION.

This lease shall terminate upon the occurrence of any of the following:

(a) The expiration of the primary lease term without renewal thereof, or,

(b) The expiration of the renewal term; or,  
(c) The dissolution of the Lessee corporation; or,  
(d) The operation of the leased premises for a period longer than thirty (30) days for purposes other than the purposes described in Article 5 hereof; or,

2-85-9887

(e) The breach of any covenant or condition of this agreement by the Lessee which remains uncorrected due to Lessee's failure to perform for a period in excess of thirty (30) days; or,

(f) The failure of the Lessee to sponsor or support a Symphony Orchestra in the City of Austin. Such failure shall be deemed to have occurred when the Orchestra shall not conduct at least three (3) regular public concerts for two consecutive seasons; except in case of national emergency or public disaster; or,

(g) The mutual agreement of the Lessor and Lessee.

10. ASSIGNMENT AND SUCCESSORS IN INTEREST.

(a) The Lessee may not assign this lease without the written consent of the Lessor.

(b) In the event that the Lessor should cease to exist or should otherwise be merged, reorganized or altered, the terms and conditions of this lease shall nevertheless apply and be fully binding upon any successor in interest to the leased premises.

11. NOTICES.

All notices provided for herein shall be deemed to have been given when mailed by certified mail as follows:

To Lessor: Executive Director  
Urban Renewal Agency of the City of Austin  
307 East 14th Street  
Austin, Texas 78701

To Lessee: Austin Symphony Orchestra Society  
At its Registered Address  
Austin, Texas

EXECUTED IN TRIPLICATE ORIGINALS, this 19<sup>th</sup> day of Nov., 1974.

URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN

ATTEST:

By: Charles L. Samples  
LESSOR

THE AUSTIN SYMPHONY ORCHESTRA SOCIETY

By: W. D. J. Hakey, Jr.  
LESSEE

2752 100

EXHIBIT "A"

TRACT #1:

1747.83 SQUARE FEET OF LAND, BEING A PART OF LOTS 1 & 2, BLOCK 140, OF THE ORIGINAL CITY OF AUSTIN, AND BEING ALSO A PART OF LOT 1 OF SYMPHONY SQUARE, A SUBDIVISION IN THE CITY OF AUSTIN, RECORDED IN BOOK 62, PAGE 46, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS:

BEGINNING FOR REFERENCE at an iron stake in the East R.O.W. line of Red River Street at the Northwest corner of Lot 1 of Symphony Square, a subdivision in the City of Austin, recorded in Book 62, Page 46 of the Plat Records of Travis County, Texas, and from which the Northwest corner of Lot 1, Block 140 of the Original City of Austin, bears S 19° 00' W for a distance of 10.0 ft.;

THENCE with the North line of Lot 1 of the said subdivision, S 71° 10' E for a distance of 30.95 ft. to a point;

THENCE S 18° 50' W for a distance of 1.5 ft. to a point for the Northwest corner and Place of Beginning of this tract;

THENCE S 71° 10' E for a distance of 49.0 ft. to a point for the Northeast corner of this tract;

THENCE S 18° 50' W for a distance of 35.67 ft. to a point, for the Southeast corner of this tract;

THENCE N 71° 10' W for a distance of 49.0 ft. to a point, for the Southwest corner of this tract;

THENCE N 18° 50' E for a distance of 35.67 ft. to the Place of Beginning and containing 1747.83 square feet.

TRACT #2:

1314.3 SQUARE FEET OF LAND, BEING A PART OF LOT 3, BLOCK 140, OF THE ORIGINAL CITY OF AUSTIN, AND BEING ALSO A PART OF LOT 1 OF SYMPHONY SQUARE, A SUBDIVISION IN THE CITY OF AUSTIN, RECORDED IN BOOK 62, PAGE 46, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS:

BEGINNING FOR REFERENCE at an iron stake in the South line of Lot 3, Block 140, of the Original City of Austin at the Southeast corner of Lot 1 of Symphony Square, a subdivision in the City of Austin, recorded in Book 62, Page 46, of the Plat Records of Travis County, Texas, said iron stake being also in the North R.O.W. line of East 11th Street;

THENCE with the East line of the said subdivision, N 03° 57' W for a distance of 42.60 ft. to a point;

THENCE S 53° 11' W for a distance of 1.13 ft. to a point, for the most Easterly corner and Place of Beginning of this tract;

THENCE S 53° 11' W for a distance of 41.83 ft. to a point for the most Southerly corner of this tract;

THENCE N 36° 49' W for a distance of 31.42 ft. to a point, for the most Westerly corner of this tract;

THENCE N 53° 11' E for a distance of 41.83 ft. to a point, for the most Northerly corner of this tract;

THENCE S 36° 49' E for a distance of 31.42 ft. to the Place of Beginning, and containing 1314.3 square feet.

TRACT #3:

1449.18 SQUARE FEET OF LAND OUT OF THE SOUTHWEST CORNER OF LOT 1, BLOCK 140, ORIGINAL CITY OF AUSTIN, TEXAS, AND BEING A PART OF LOT 1 OF SYMPHONY SQUARE, A SUBDIVISION IN THE CITY OF AUSTIN, RECORDED IN BOOK 62, PAGE 46, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS:

BEGINNING at an iron stake at the intersection of the North line of East 11th Street and the East line of Red River Street, being the Southwest corner of the Lot 1, Block 140, Original City of Austin, Texas, and said iron stake being also at the Southwest corner of Lot 1 of Symphony Square, a subdivision in the City of Austin, recorded in Book 62, Page 46, of the Plat Records of Travis County, Texas, for the Southwest corner of the tract herein described;

2-85-9889

THENCE with the East line of Red River Street and the West line of said Lot 1, Block 140, Original City of Austin, and the West line of Lot 1 of the said subdivision, N 19° 00' E for a distance of 49.0 ft. to an iron stake at the Northeast edge of building wall on the Southwest bank of Waller Creek, for the Northwest corner of this tract, being also the most Northerly Southwest corner of that certain tract conveyed to the City of Austin by deed recorded in Volume 267, Page 291, of the Deed Records of Travis County, Texas;

THENCE with the Northeast edge of the existing building, and the Southwest line of the said City of Austin tract, S 31° 28' E for a distance of 76.70 ft. to an iron stake in the North line of East 11th Street and the South line of said Lot 1, Block 140, Original City of Austin, and the South line of Lot 1 of said subdivision, for the Southeast corner of this tract;

THENCE with the North line of East 11th Street and the South line of Lot 1, Block 140, Original City of Austin, and the South line of Lot 1 of the said subdivision, being also along the South edge of the wall of the existing building, N 71° 10' W for a distance of 59.15 ft. to the Place of Beginning, and containing 1449.18 square feet of land.

TRACT #4:

1437.73 SQUARE FEET OF LAND, BEING A PART OF LOT 8, BLOCK 118, OF THE ORIGINAL CITY OF AUSTIN:

BEGINNING FOR REFERENCE at a point at the intersection of the South R.O.W. line of 11th Street and the East R.O.W. line of Red River Street, said point being also at the Northwest corner of Lot 8, Block 118, of the Original City of Austin;

THENCE with the East R.O.W. line of Red River Street, S 19° 00' W for a distance of 93.0 ft. to a point;

THENCE S 71° 00' E for a distance of 8.0 ft. to a point, for the Northwest corner and Place of Beginning of this tract;

THENCE continuing S 71° 00' E for a distance of 43.7 ft. to a point, for the Northeast corner of this tract;

THENCE S 19° 00' W for a distance of 32.9 ft. to a point, for the Southeast corner of this tract;

THENCE N 71° 00' W for a distance of 43.7 ft. to a point, for the Southwest corner of this tract;

THENCE N 19° 00' E for a distance of 32.9 ft. to the Place of Beginning, and containing 1437.73 square feet of land.

LEASE AGREEMENT

This lease agreement is made this 6th day of AUGUST, 19 81, between AUSTIN REDEVELOPMENT AUTHORITY (Lessor) and VINCENT + MARY MARGARET SIGUERO (Lessee), who is the head of a family consisting of the following persons: VALENTINO MICHAEL, JOSEPHINE JOANNA, MARY MARGARET, MARY HELEN, VINCENT JR 85-9890

This lease agreement is made between the parties as a part of the Section 8 Housing Assistance Payment Program being administered by the Austin Redevelopment Authority for the United States Department of Housing and Urban Development (HUD). The parties understand that under the Section 8 Program, the Austin Redevelopment Authority will make a Housing Assistance Payment on behalf of the Lessee in accordance with the rules and regulations established by HUD for the administration of the program and the terms and conditions of the Housing Assistance Payments Contract between the Lessor and the Austin Redevelopment Authority. It is also understood by the parties that the participation by the Austin Redevelopment Authority shall continue only as long as there shall be an Annual Contributions Contract between the Austin Redevelopment Authority and HUD to provide funds for the Housing Assistance Payments. Subject to the above conditions, the Lessor and Lessee agree as follows:

1. Leased Property. The Lessor agrees to lease to the Lessee the property located at 1100 EAST 11ST, Apartment No.           , in AUSTIN, TRAVIS County, Texas.

2. Term of Lease. The lease shall begin on the 6th day of AUGUST, 1981, and shall continue for a period of one year, ending on the 5th day of AUGUST, 1982. The Lessee, however, may terminate this lease before the lease term expires by giving the Lessor at least thirty (30) days advance written notice. The Lessor may terminate this lease subject to the provisions of Paragraphs #12, #16, and #17 below relating to evictions.

3. Rent. (a) The total rent shall be \$ 400.00 per month payable on the first day of each month beginning on the 10th day of AUGUST, 1981.

(b) Of the total rent, \$ 325.00 shall be payable by the Austin Redevelopment Authority as Housing Assistance Payments on behalf of the Lessee, and \$ 75.00 shall be payable by the Lessee. These amounts shall be subject to change by reason of change in the Lessee's family income, family composition, or extent of exceptional medical or other unusual expenses, in accordance with HUD established schedules and criteria; or by reason of adjustments by ARA of any applicable allowances for utilities and other services. Any such change shall be effective as of the date stated in a notification to the Lessee.

Lessor may charge a late penalty of \$5.00 in the event the Lessee fails to pay the rent provided for herein by the 5th day of each month during the term of this lease. Failure to pay rent by the 5th will be good cause for non-renewal of the lease by the Lessor.



-2-

4. Lessee agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his tenancy with respect to the amount of rental he will be obligated to pay and his right of occupancy, and that a recertification of income shall be made to the Lessor annually from the date of this lease in accordance with HUD regulations and requirements. If income increases/decreases \$200.00 or more per year from the date of this lease, in accordance with HUD regulations and requirements, Lessee agrees to advise Lessor

2-85-9891

A family's eligibility for Housing Assistance Payments shall continue until the amount equals the gross rent for the dwelling unit it occupies. However, the termination of eligibility at such point shall not affect the family's other rights under its lease nor shall such termination preclude resumption of payments as a result of subsequent changes in income or rents of other relevant circumstances during the term of contract. A family may at any time request a redetermination of its gross family contribution on the basis of changes in family income or other relevant circumstances.

The Lessor shall give the Lessee thirty (30) days notice of such increased monthly rental by an addendum to be made a part of this lease stating the new amount the Lessee will be required to pay.

5. Security Deposit. The Lessee is required to pay the Lessor a Security Deposit equal to "One month's total family contribution or \$50.00 whichever is greater." (Reference Section 881.608 of above referenced regulations). The Lessor agrees to refund the security deposit in accordance with the attached security deposit agreement which is made part of this lease agreement.

6. Utilities. The Section 8 Housing Assistance Payments Program provides Lessee with a \$ 55.00 utility allowance to be used for utility payments.

The Lessor shall provide and pay for the following utilities: ~~water, sewer, trash removal and~~ NONE

Any utilities not listed shall be paid for by the Lessee. All utilities shall be used for ordinary household purposes. If the local utility companies terminate services to the Lessee's apartment for reason of non-payment, the Lessor will begin eviction proceedings for good cause as stated in Sections 16 and 17.

7. Use and Occupancy. (a) The leased property shall be used solely and exclusively for private residence purposes, and shall be occupied only by the Lessee and the members of the Lessee's family stated above; (b) Lessee will not make or permit any use of the property which would disturb any resident of the building or neighborhood, violate any law, ordinance, or regulation, or take any action which would have the effect of increasing the fire insurance rates on the property; (c) Lessee and the Lessee's family agree to abide by such necessary and reasonable written regulations that may be established by the Lessor for the benefit and well being of the Lessor (Section 18), and any other occupants of the building in which the leased property is located; (d) The Lessee will not permit a pet anywhere in or around the leased property; (e) The Lessee may not assign, sublet, or transfer possession of the leased property to any person

-3-

without the written consent of the Lessor being ARA. Any such assignment, sublease, or transfer of the leased property will automatically terminate this lease and the Housing Assistance Payment by the Austin Redevelopment Authority; (f) The Lessee will be responsible for the maintenance and upkeep of the grounds, lawn and shrubs in front and rear of individual dwelling on the leased property. In the event that Lessee does not abide by this rule, Lessor can charge a suitable fee for the maintenance provided or any damages caused to the grounds by the Lessee.

8. Conditions of Leased Property. The Lessor agrees to deliver the leased property in a condition which complies with the requirements of local housing codes and applicable regulations or guidelines of the Department of Housing and Urban Development. During the term of the lease, the Lessor agrees to provide maintenance and services described in #10(d) below and to keep and maintain the leased property in a "decent, safe, and sanitary condition." Lessor warrants and represents that the refrigerator, stove, oven and other appliances and equipment to be furnished by the Lessor are in working order and suitable for immediate use by the Lessee.

9. No trucks. No trucks exceeding 3/4 ton or any size trailer may be brought into the project except for the purpose of delivery and pickup service.

10. Maintenance and Services. The Lessor shall provide maintenance and services as follows: (a) The Lessor shall maintain the dwelling unit and all equipment provided therewith, as well as common areas, facilities and equipment provided for the use and benefit of the Lessee, in compliance with the Housing Quality Standards on the basis of which this lease was approved by HUD; (b) Extermination service will be provided by the Lessor as conditions may require. If such service is to be provided on a scheduled basis, the schedule is as follows: MONTHLY

(c) Repainting shall be provided by the Lessor every three (3) years or upon moveout; (d) The Lessor shall provide the following services or appliances: 1. Range; (e) The Lessee is responsible for repairs to damaged property caused by the intentional or negligent actions of the Lessee, his family, or guest, and such intentional or negligent damage, except for ordinary and reasonable wear and tear.

11. Right of Entry. Lessee agrees that the duly authorized agent, employee or representative of the Lessor being ARA REPRESENTATIVE will be permitted to enter the leased property for the purpose of examining the condition of the property or for making improvements or repairs. The entry may be made only during reasonable hours, after advance notice in writing to the Lessee of the date, time and purpose. The Lessor or the Lessor's duly authorized agent or representative shall have the right to enter the leased property without prior notice to the Lessee if the Lessor reasonably believes that an emergency exists or a violation of the law has occurred which requires such entrance, but the Lessor must, within a reasonable time, notify the Lessee in writing of the date, time and purpose of such entry, and of the emergency which necessitated it.

12. Lessor's Damages from Lessee and Payments by the Department of Housing and Urban Development. If the Lessee vacates the leased property in violation of the lease agreement without giving the Lessor the required 30 day written notice, or if the

lease agreement is terminated by an eviction proceeding, the Lessor shall be entitled to: (a) Recover from the Lessee any delinquent rents or other amount owed under the lease arising during the period of time the leased property was occupied by the Lessee, and in addition, the Lessor may recover from the Lessee as liquidated damages an amount equal to the Lessee's share of one month's rent less any rent received by the Lessor from any subsequent Lessee that is allocable to the 30 day period immediately following the recovery of possession of the leased property by the Lessor; and (b) Collect from the Department of Housing and Urban Development the payments agreed to be made in the event the leased property is vacated, in accordance with Section 2.4, Part II, Subsection (b) of the Housing Assistance Payments Contract between the Lessor and the Austin Redevelopment Authority and subject to the terms, conditions and limitations stated therein. Other than such payments, the Austin Redevelopment Authority shall not be liable for the payment of any portion of the rent payable by the Lessee or for the satisfaction of any claim by the Lessor against the Lessee. 2-85-9893

13. The Lessor shall not discriminate against the Lessee in the provision of services, or in any other manner, on the grounds of race, color, creed, sex, religion or national origin.

14. This lease has been signed by the parties on the condition that the Austin Redevelopment Authority will promptly execute a Housing Assistance Payments Contract with the Lessor. Accordingly, this lease shall not become effective unless the Austin Redevelopment Authority has executed such contract by the first day of occupancy specified in the lease.

15. Failure of the Lessor to insist upon the strict performance of the terms, covenants, provisions and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right thereafter to enforce any such terms, covenants, provisions and conditions, but the same shall continue in full force and effect.

16. Terminations. (a) General. The Lessor may not terminate any tenancy except upon the following grounds: (1) Material noncompliance with the rental agreement; (2) Material failure to carry out obligations under any state landlord and tenant act; or (3) other good cause.

No termination by Lessor under Paragraph (a)(1) or (2) of this section shall be valid to the extent it is based upon a rental agreement or a provision of a state law permitting termination of a tenancy without good cause or based solely on expiration of an initial or subsequent renewal term. No termination shall be valid unless it is in accordance with the provisions of Sections #16 and #17.(b) Notice of Good Cause. (1) The conduct of Lessee cannot be deemed other than good cause under Paragraph #16(a)(3) unless the Lessor has given Lessee prior notice that said conduct shall henceforth constitute a basis for termination of occupancy.

(2) Said notice shall be served on the Lessee in the same manner as that provided for termination notices in Paragraph #17; (c) Material noncompliance. (1) The term "material noncompliance with the rental agreement" shall include (a) one or more substantial violations of the rental agreement, or (b) repeated minor violations of the rental agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project; (2) Nonpayment of rent or any other financial obligation due under the rental agreement (including any portion thereof) beyond any grace period permitted under State law shall constitute a material noncompliance with the rental agreement. The payment of rent or any other financial obligation due under the rental agreement after the due date but within the grace period permitted under State law shall constitute a minor violations.

8-85-9894

17. Termination Notices. (a) Requisites of termination notice. (1) The Owner must give the Lessee a written notice of any proposed termination of tenancy with a copy to the Austin Redevelopment Authority, stating that the tenancy is terminated on a specified date and the reasons for the Lessor's actions with enough specificity so as to enable the Lessee that he has an opportunity to respond to the Owner within a specified period as stated in the eviction notice; (2) When a termination notice is issued for other good cause /Section #16(a)(3)7, the notice will be effective, and it will so state, at the end of a term and in accordance with the termination provisions of the lease, but in no case earlier than 30 days after receipt by the Lessee of the notice. Where the termination notice is based on material noncompliance with the lease or material failure to carry out obligations under a State landlord and tenant act pursuant to Section #16(a)(2), the time of service must be in accord with the lease and State law; (b) Appeal by Lessee: (1) The Lessee has ten (10) days within which to respond to the Owner or to the Austin Redevelopment Authority. Since the Owner, under the Housing Assistance Payments Contract, must obtain the Austin Redevelopment Authority's authorization for an eviction, a copy of the notice shall state that the Lessee may within ten (10) days, present objections to the Austin Redevelopment Authority; (2) The Austin Redevelopment Authority shall examine the grounds for eviction and any objections by the Lessee, and notify both parties, in writing, of its determination, within twenty (20) days of the date of notice to the Lessee, whether or not objections are presented; (3) In any judicial action instituted to evict the Lessee, the Owner may not rely on any grounds which are different from the reasons set forth in the notice.

18. Special Terms. Lessee shall abide by the necessary and reasonable rules and regulations formulated by ARA as part of the lease agreement. These special terms and conditions are posted in the project office for the benefit and well being of the Housing Program and to the tenants.

LESSEE OR LESSEES

LESSOR OR LESSOR'S REPRESENTATIVE

X Quien Silguera  
X Mary M. Singula

Randa E. Rose

Date 8-5-81

Date: 8-5-81

SECURITY DEPOSIT AGREEMENT

Amount Received Toward  
Security Deposit (9):

\$ 75<sup>00</sup>

Date

8-5-81

2-85-9895

This Security Deposit Agreement shall govern refunds of all deposit(s), plus accrued interest, and shall apply to renewals and/or extensions of the Lease Contract. The deposit(s) plus accrued interest will be refunded after each and all of the following conditions have been met and after the appropriate deductions, if any, have been made:

Condition for Refund

1. Notice. At least 30 days written notice of intent to vacate must be given to Lessor's representative prior to the ending date of the lease term, renewal period, or extension period.
2. Rent Paid. At the time of move-out, all rents must be paid in full through the thirty (30) day notice period prior to such move-out. Lessee agrees that his portion of the full monthly rent will be paid on or before the due day of each month including the last month of occupancy.
3. Holding Over. Lessee may stay beyond the ending date of the lease term on a month-to-month basis subject to the WRITTEN approval of ARA.
4. Forwarding Address. A written copy of the Lessee's forwarding address or addresses must be left with Lessor's representative.
5. Cleaning Requirements. The premises, including furniture and kitchen appliances must be cleaned thoroughly. Move-out cleaning instruction (if provided) shall be followed.

Deductions from Total Security Deposit(s)

6. Failure to Clean. If Lessee fails to clean in accordance with the above paragraph, reasonable charges to complete such cleaning shall be deducted from the Lessee's Security Deposit but in no event shall such charges be deducted for cleaning other than for reasonable wear and tear.
7. Other Deductions. After inspections by Lessor's representative, appropriate charges will be deducted for any unpaid sums due under the Lease Contract, including damages or repairs to the premises or its contents (beyond reasonable wear and tear). An itemized list of all deductions will be supplied to the Lessee.

Procedures

8. Inspection with the ARA representative:  
When the Lessee moves out, the ARA representative will inspect the leased premises prior to the date vacating during normal business hours, using the Dwelling Unit Inspection Report.

## PARTITION, PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS PARTITION, PARTIAL ASSIGNMENT AGREEMENT AND ASSUMPTION OF LEASE AGREEMENT (this “*Assignment*”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the “*Effective Date*”), by and between The Austin Symphony Orchestra Society, Texas non-profit corporation (the “*Assignor*”) and Waller Creek Conservancy, a Texas non-profit corporation (the “*Assignee*”). Together, Assignor and Assignee are referred to as the “*Parties*”.

### RECITALS

A. Assignor is the lessee under that certain lease agreement dated as of November 19, 1974, by and between the Urban Renewal Agency of the City of Austin, a municipal corporation (“*Lessor*”), and Assignor (the “*Original Lease*”), and amended by that certain instrument dated March 25, 1977, by and between Lessor and Assignor (the “*Amendment*” and together with the Original Lease, the “*Lease*”); a copy of the Lease being attached hereto as **Exhibit A**.

B. Assignor and Assignee desire to effect a legal partition of the Lease in accordance with the terms hereof.

C. Assignor desires to assign to Assignee, *pro tanto*, all of its right, title and interest in the Lease and the leasehold estate, but only insofar as the Lease pertains to the real property described in **Exhibit B** attached hereto (the “*Assigned Property*”).

D. Assignor has notified Lessor of its intention to partition and partially assign the Lease with respect to the Assigned Property to Assignee, and Assignee desires to accept such partition and assignment and assume the Lease obligations pertaining to the Assigned Property, upon the terms and conditions contained herein and Lessor has consented to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Partition and Assignment**. Assignor hereby declares its intent to bifurcate and effect a partition of and does hereby bifurcate and effect a partition of the Lease and the leasehold estate, and all rights and interests created by the Lease into two separate leases and leasehold estates in severalty and not in undivided interests, one such lease and leasehold estate consisting of the Assigned Property and the other such lease and leasehold estate consisting of the Lease Property not including the Assigned Property as described on **Exhibit C** (hereinafter, the “*Retained Property*”). Each such separate lease and partitioned estate shall remain on and be subject to the terms and conditions of the Lease (except for any requirements that have been fulfilled by Assignor as the tenant thereunder prior to the Effective Date), provided, however, that all rights and obligations under each such separate lease and partitioned estate shall be independent of each other such that (a) no default occurring with respect to a separate lease and partitioned estate shall be a default with respect to the other, (b) all rights and remedies with respect to a default under a separate lease and partitioned estate shall be exercised independently

of the other, and (c) each separate lease and partitioned estate may be terminated without affecting the other. Assignor hereby assigns all of its right, title and interest in and to the bifurcated and partitioned lease created hereby pertaining to the leasehold estate covering the Assigned Property and the balance of the term thereby created, to Assignee, its successors, and assigns. The Parties agree that this Agreement creates a separate leasehold in favor of Assignee on all of the terms and conditions of the Lease, with the same effect as if Lessor had entered into two leases with respect to the Lease Property, one in favor of Assignee demising only the Assigned Property, and the other in favor of Assignor demising only the Retained Property, with such two leases being otherwise identical in form. Assignor and Assignee agree to work together cooperatively and in good faith to secure Lessor's approval of this Agreement and cause to be recorded appropriate memoranda of lease.

2. **Assumption of and Continuing Obligations.** Assignee hereby assumes and agrees that Assignee will faithfully perform, discharge and fulfill all of the obligations and undertakings of Assignor under the Lease (but only with respect to the Assigned Property) accruing on and after the Effective Date of this Agreement. Assignor agrees to continue to faithfully perform, discharge and fulfill all of the obligations and undertakings of Assignor under the Lease (but only as the same pertains to the Retained Property). Lease payments under the Lease will be divided equally between Assignor and Assignee with each receiving credit for improvements made on its property as provided in the Lease.

3. **Release and Indemnity.** Assignor and Assignee agree that this Agreement shall release Assignor from its obligations, and covenants and agreements under the Lease to the extent accruing on and after the date of this Agreement (but only to the extent they relate to the Assigned Property), and Assignee hereby agrees to indemnify and hold Assignor harmless from and against any and all loss, cost, expense, claim, liability and/or damage arising out of or relating to any and all such obligations, covenants and agreements to the extent accruing on and after the Effective Date of this Agreement (but only to the extent they relate to the Assigned Property). In no event shall any breach by Assignor under the terms of the Lease (or any termination of the leasehold estate remaining vested in Assignor with respect to the Retained Property) have any effect on the leasehold estate of Assignee created by this Agreement with respect to the Assigned Property. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all loss, cost, expense, claim, liability and/or damage arising out of or relating to any and all Assignor's obligations, covenants and agreements under the Lease to the extent accruing prior to the Effective Date.

4. **Ratification.** Assignor and Assignee hereby ratify, reaffirm and adopt and agree that the Lease shall be in full force and effect as to Assignee (as to the Assigned Property) and Assignor (as to the Retained Property).

5. **Representations.** Assignor represents, that there are no uncured defaults by Assignor or, to the best of Assignor's knowledge, by Lessor under the Lease, nor a state of facts which, with the passage of time or the giving of notice or both, would constitute a default by Lessor or Assignor under the Lease. Assignor represents that it has no claims against Lessor under the Lease with respect to the Lease or the Lease Property and has no offset or claim against rent or any other amount payable under the Lease.

6. **Further Assurances.** The Parties shall execute such further documents, and perform such further acts, as may be necessary to partition and assign the Lease to Assignee as to the Assigned Property and to otherwise comply with the terms of this Agreement and consummate the transaction contemplated hereby.

7. **Successors and Assigns.** This Agreement and its provisions shall be binding upon Assignor's successors, legal representatives, and assignees, and shall inure to the benefit of Assignee's successors, legal representatives, and assigns.

8. **Amendments.** This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Parties.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law rules of such state.

10. **Multiple Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other party, it being understood that the Parties need not sign the same counterpart.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of their respective acknowledgements below, effective, however, as of the Effective Date.

**ASSIGNOR:**

**ASSIGNEE:**

**THE AUSTIN SYMPHONY ORCHESTRA  
SOCIETY**

**WALLER CREEK CONSERVANCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Peter Mullan  
Chief Executive Officer

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_, of Austin Symphony Orchestra, a Texas non-profit corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_           §  
   §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_, of Waller Creek Conservancy, a Texas non-profit corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Lease**

**EXHIBIT B**  
**Legal Description of the Assigned Property**

**EXHIBIT C**  
**Legal Description of the Retained Property**



### Council Question and Answer

**Related To**

Item #42

**Meeting Date**

January 26, 2017

### Additional Answer Information

QUESTION: 1) Please provide a list of the stakeholders who participated in the December 2016 meeting. 2) Mr. Angoori's memo dated 1-23-17 reads that "[p]ublic dollars may be used to reimburse the vendor for its initial investment in the service . . ." emphasis mine]. Is the city required to make such reimbursements? If so, what is the estimated total amount? 3) Both the memo cited above and the Q/A provided to my Council office in December 2016 provides figures for the amount of textiles going to the landfill. Are there estimates for how much of those textiles could be reused or repurposed? Any estimates on the amount of housewares that end up in the landfill? 4) Please provide details about the extent of feedback that has been received through the customer service line (ie. number of calls from unique individuals, etc.) 5) Please describe ARR's past outreach to organizations that resell textiles to encourage increased collections as well as ARR's advocacy and education to customers to avoid throwing away useful items. MAYOR PRO TEM TOVO'S OFFICE

### ANSWER:

1) *Please provide a list of the stakeholders who participated in the December 2016 meeting.*

A total of 26 stakeholders from 14 different organizations participated in the December 2016 meeting.

- Fred Blood, Assistance League of Austin
- Jane Michsel, Assistance League of Austin
- Judy Kennedy, Assistance League of Austin
- Kathy Hurwitz, Assistance League of Austin
- Marsha Adams, Assistance League of Austin
- Amelia Despre, Austin Creative Reuse
- Carole LeClair, Austin Creative Reuse
- Eli Winkelman, CRAFT
- Jacob Cortez, Easterseals Central Texas
- Tod Marvin, Easterseals Central Texas
- Donnie Brown, Goodwill Central Texas
- Jerry Davis, Goodwill Central Texas
- Mark Hiemstra, Goodwill Central Texas
- Traci Berry, Goodwill Central Texas
- Rita Davis, Hope Family Thrift Store
- Colleen Halbrook, JOSCO Products
- Ron Wattinger, JOSCO Products
- Anna Kudlek, Kid to Kid
- David Sams, Salvation Army
- Lester Steger, Salvation Army
- Jan Gunter, Salvation Army
- Xochitl Gostonski, Second Time Around

- Paul Kleypas, St. Vincent de Paul
- Terry Cole, Street Youth Ministry
- Sarah Somera, Treasure City Thrift
- Craig Berlin, Uptown Cheapskate Austin

- 2) *Mr. Angoori's memo dated 1-23-17 reads that "[p]ublic dollars may be used to reimburse the vendor for its initial investment in the service . . ." emphasis mine]. Is the city required to make such reimbursements? If so, what is the estimated total amount?*

The Law Department will respond to this question separately.

- 3) *Both the memo cited above and the Q/A provided to my Council office in December 2016 provides figures for the amount of textiles going to the landfill. Are there estimates for how much of those textiles could be reused or repurposed? Any estimates on the amount of housewares that end up in the landfill?*

The Austin Waste Characterization Study estimates that about 3,300 tons of textiles may be disposed of annually by ARR customers. This does not include the total amount sent to landfills city wide, just the amount that originate from ARR curbside customers. It is unclear how many of these items could be reused or sold locally. Housewares fall in a variety of categories, so that amount is more challenging to estimate. For example, many toys or other items may be made of rigid plastic which would be categorized under recyclable plastic. In the same study, it was estimated that ARR customers disposed of about 4,000 tons of electronics and "other inorganics/non-combustibles" – much of this may be composed of household items.

Simple Recycling is committed to finding "highest and best use" for every item collected from the Austin residential waste stream. Through this commitment, the primary focus is to maximize the volume of material that is reusable within Texas. In the limited timeframe that material has been flowing from the waste stream through Simple Recycling, it is estimated that 30% - 40% is in resalable condition domestically. The second highest and best use is for reuse in international markets. Approximately 50% of material diverted from the waste stream falls into this category. This is standard industry practice, utilized by many non-profits. Approximately 10%-15% of material is not resalable but can be recycled or repurposed for base materials and wiping rags. Less than 5% of the total collected material is landfilled in the complete lifecycle.

- 4) *Please provide details about the extent of feedback that has been received through the customer service line (ie. number of calls from unique individuals, etc.)*

Pursuant to the City of Austin's contract with Simple Recycling, Simple Recycling has provided collection services since December 5, 2016. In the month of December, approximately 5,200 Austin residential customers participated in the new service. Simple Recycling fielded 286 calls, 41 of which were related to missed collections while the remaining 245 predominately involved residents requesting additional bags or inquiring about if specific types of items are eligible for the program. Based on ARR experience, these customer call volumes are typical and generally what we would expect to see when rolling out a new collection service citywide. Simple Recycling customer calls are similar to what we experienced when expanding single-stream recycling citywide.

- 5) *Please describe ARR's past outreach to organizations that resell textiles to encourage increased collections as well as ARR's advocacy and education to customers to avoid throwing away useful items.*

In development of the Zero Waste Strategic Plan (2008) and the Master Plan (2011), ARR included reuse stakeholders in all public discussions. In recent years, ARR partnered with Goodwill to pilot residential curbside mattress recycling from 2013 to 2014, provided guidance to Austin Creative Reuse in establishing their reuse

store, and continues to coordinate with Habitat for Humanity to discuss management of various materials they receive at their new ReStore location.

ARR has also promoted reuse in the following ways:

- Hosts the [Re]Verse Pitch Competition, which just completed its second year, to divert byproduct materials to reuse in new or expanded local businesses. Local reuse non-profits (Goodwill, Austin Creative Reuse, and the Central Texas Food Bank) have participated in this competition as material suppliers both years.
- Partners with the City's Small Business Program to include a Shop Zero Waste directory within the LocallyAustin.org website. ARR has run holiday campaigns to promote shopping zero waste using the directory in 2014 and 2016 which have included local news segments, paid advertising, social media, and profile videos (available at <http://austintexas.gov/shopzero>).
- Created the Recycling and Reuse Enterprise Resource Guide, downloadable from <http://austintexas.gov/recyclingecodev>.
- Has a Reuse Store at the [Recycle and Reuse Drop-Off Center](#) where we make reusable materials dropped off by the public available to the public for free. Also provides art and school supplies to artists and teachers through the DRAW program at the Recycle and Reuse Drop-Off Center.
- Financial supporter of Recycled Reads, the Austin Public Library's used bookstore.
- Coordinates Fixit Clinics with Recycled Reads to teach Austinites how to fix rather than throw away their items.
- Primary funder of the Austin Materials Marketplace, a business-to-business reuse program.
- Hosted the 2014 Recycling Innovations Investment Forum to connect recyclers to investors to help them startup, expand, or relocate to Austin. Two local reuse non-profits participated in this forum.
- Sponsored the SXSW Eco Reuse and Recycling Start-Up Showcase in 2015 and 2016, which led to the creation of that category. Both years, local start-ups have participated in this national showcase.
- Part of steering committee for the Reuse Alliance Texas Chapter and recently led the transition of this group to becoming an official statewide Reuse Council of the State of Texas Alliance for Recycling.
- Coordinated a City Council proclamation for Reuse Day every October since 2013.
- Lead sponsor of Reuse Conex, a 2014 national conference on reuse hosted in Austin.
- Hosted two Social Entrepreneurship Opportunities in Reuse roundtables.

To educate residents, the Department's What Do I Do With app on [austinrecycles.com](http://austinrecycles.com) explains how to manage various items, including textiles. When residents search items that can be reused, donating them to charity is the first option displayed. Clothing and housewares recycling (Simple Recycling curbside textiles program) is listed as the second option to emphasize that donations should happen first. "Donate to local charities" option links to the Council for Textile Recycling's [directory of donation/recycling organizations](#). Charities can join for free at [weardonaterecycle.org](http://weardonaterecycle.org).

In December 2016, nearly 4,700 materials were searched on the app. Users saw the "Donate to local charities" option 732 times and clicked on the directory 75 times. The program webpage, [austintexas.gov/clothing](http://austintexas.gov/clothing), includes clear directions about continuing to donate to charitable causes.

When discussing the curbside textile program at outreach events and presentations, ARR staff always mentions the importance of continuing to donate to charitable causes.

# Applications for demolition permits reviewed by the Historic Landmark Commission (2016)

## **January, 2016:**

HDP-2015-1037

3108 Grandview Street

Council District 9

Proposal: Demolish a ca. 1913 house – initiated historic zoning but did not recommend historic zoning.

HDP-2015-1111

1906 David Street

Council District 9

Proposal: Demolish a ca. 1948 house.

HDP-2015-1139

1101 Music Lane

Council District 9

Proposal: Demolish a ca. 1951 former motel, now apartment and office complex.

HDP-2015-1151

1502 Willow Street

Council District 3

Proposal: Partial demolition of a ca. 1906 house.

HDP-2015-1172

2112 Holly Street

Council District 3

Proposal: Demolish a ca. 1925 house.

HDP-2015-1195

1602 S. 3<sup>rd</sup> Street

Council District 9

Proposal: Demolish a ca. 1940 house.

## **February, 2016:**

HDP-2015-1056

610 W. 31½ Street

Council District 9

Proposal: Partial demolition of a ca. 1910 house.

HDP-2016-0014

3209 Bonnie Road

Council District 10

Proposal: Demolish a ca. 1942 house.



HDP-2016-0021  
1903 S.L. Davis Avenue  
Council District 1  
Proposal: Demolish a ca. 1931 house.

HDP-2016-0022  
6014 City Park Road  
Council District 10  
Proposal: Demolish a house and outbuildings of undetermined age.

HDP-2016-0024  
710 W. Johanna Street  
Council District 9  
Proposal: Demolish a ca. 1928 house.

HDP-2016-0025  
2110 Holly Street  
Council District 3  
Proposal: Demolish a ca. 1925 house.

HDP-2016-0033  
702 W. 21<sup>st</sup> Street  
Council District 9  
Proposal: Demolish a ca. 1911 house.

HDP-2016-0034  
2102 Rio Grande Street  
Council District 9  
Proposal: Demolish a ca. 1917 house.

HDP-2016-0036 – Withdrawn by staff – No action required.  
1406 Ulit Avenue  
Council District 3

HDP-2016-0041  
3214 Stevenson Avenue  
Council District 10  
Proposal: Demolish a ca. 1947 house.

HDP-2016-0061  
2100 Rio Grande Street  
Council District 9  
Proposal: Demolish a ca. 1906 apartment house.

HDP-2016-0074  
1806 Riverview Street  
Council District 3  
Proposal: Demolish a ca. 1935 house.

## **March, 2016:**

NRD-2016-0013

1416 Westover Road

Council District 9

Proposal: Demolish a ca. 1936 house.

HDP-2015-1114

1308 E. 12<sup>th</sup> Street

Council District 1

Proposal: Demolish a ca. 1900 house.

HDP-2016-0011

306 Ridgewood Road

Council District 10

Proposal: Demolish a ca. 1969 house.

HDP-2016-0081

405 W. 39<sup>th</sup> Street

Council District 9

Proposal: Demolish a ca. 1909 house.

HDP-2016-0082-A

407 W. 39<sup>th</sup> Street

Council District 9

Proposal: Demolish a ca. 1913 house.

HDP-2016-0082-B

408 W. 38 ½ Street

Council District 9

Proposal: Demolish a ca. 1938 house.

HDP-2016-0086

107 E. 31<sup>st</sup> Street

Council District 9

Proposal: Demolish a ca. 1923 house.

HDP-2016-0097

1907 Holly Street

Council District 3

Proposal: Demolish a ca. 1950 house.

HDP-2016-0109

1703 Garner Avenue

Council District 5

Proposal: Demolish a ca. 1923 house that was moved to the current site in 1953.

HDP-2016-0143

1703 Haskell Street

Council District 3

Proposal: Demolish a ca. 1931 house.

HDP-2016-0146  
1112 E. 3<sup>rd</sup> Street  
Council District 3  
Proposal: Demolish a ca. 1901 house.

HDP-2016-0151  
1906 Stamford Lane  
Council District 10  
Proposal: Demolish a ca. 1938 house.

HDP-2016-0157  
1175 San Bernard Street  
Council District 1  
Proposal: Demolish a ca. 1903 house.

HDP-2016-0158  
4603 Sinclair Avenue  
Council District 7  
Proposal: Demolish a ca. 1937 house.

HDP-2016-0159  
2102 Haskell Street  
Council District 3  
Proposal: Demolish a house that was moved onto this site from an unknown location in 1955.

## **April, 2016:**

NRD-2015-0135  
812 Theresa Avenue – West Line  
Council District 9  
Proposal: Demolish a ca. 1915 house.

NRD-2016-0026  
1605 Mohle Drive – Old West Austin  
Council District 9  
Proposal: Demolish a ca. 1940 house.

HDP-2016-0174  
2205 E. Cesar Chavez Street  
Council District 3  
Proposal: Demolish a ca. 1911 house.

HDP-2016-0175  
1802 Bremen Street  
Council District 10  
Proposal: Demolish a ca. 1940 house.

HDP-2016-0181  
3004 Bonnie Road

Council District 10

Proposal: Demolish a ca. 1950 house.

HDP-2016-0198

1006 Woodland Avenue

Council District 9

Proposal: Demolish a ca. 1939 house.

HDP-2016-0200

2115 Brackenridge Street

Council District 9

Proposal: Demolish a ca. 1949 duplex.

HDP-2016-0219

4405 Ramsey Avenue

Council District 7

Proposal: Demolish a ca. 1939 house.

HDP-2016-0222

1602 Garden Street

Council District 3

Proposal: Demolish a ca. 1925 house.

HDP-2016-0226

4515 Avenue C

Council District 9

Proposal: Demolish a ca. 1910 house.

HDP-2016-0231

804 Garner Avenue

Council District 5

Proposal: Demolish a ca. 1940 house.

HDP-2016-0232

1902 Eva Street

Council District 9

Proposal: Demolish a ca. 1923 house.

## **May, 2016:**

NRD-2016-0033

910 Baylor Street – West Line

Council District 9

Proposal: Demolish a ca. 1937 house.

NRD-2016-0034

1303 Lorrain Street – Old West Austin

Council District 9

Proposal: Demolish a ca. 1948 house.

NRD-2016-0035

1315 W. 9<sup>th</sup> Street – West Line

Council District 9

Proposal: Demolish a ca. 1950 house and garage apartment of undetermined age.

HDP-2016-0258

712 W. 34<sup>th</sup> Street

Council District 9

Proposal: Relocate a ca. 1922 house.

HDP-2016-0260

1007 W. Mary Street

Council District 9

Proposal: Demolish a ca. 1931 house.

HDP-2016-0261

903 W. Johanna Street

Council District 9

Proposal: Demolish a ca. 1948 house.

HDP-2016-0262

1922 E. 7<sup>th</sup> Street

Council District 3

Proposal: Demolish a ca. 1921 house.

HDP-2016-0269

2301 Rundell Place

Council District 5

Proposal: Partial demolition of a ca. 1950 house.

HDP-2016-0276

1126 Chicon Street

Council District 1

Proposal: Demolish a ca. 1939 house.

HDP-2016-0279

109 E. 31<sup>st</sup> Street

Council District 9

Proposal: Demolish a ca. 1907 house.

HDP-2016-0280

3213 Stevenson Avenue

Council District 10

Proposal: Demolish a ca. 1950 house.

HDP-2016-0296

607 Academy Drive

Council District 9

Proposal: Demolish a ca. 1931 house.

HDP-2016-0305

1415 Alameda Drive

Council District 9

Proposal: Demolish a ca. 1936 house.

HDP-2016-0306

700 Bouldin Avenue

Council District 9

Proposal: Demolish a ca. 1938 house.

HDP-2016-0307

2102 Ford Street

Council District 5

Proposal: Demolish a ca. 1950 house.

HDP-2016-0308

5804 Wynona Avenue

Council District 7

Proposal: Demolish a ca. 1951 house.

HDP-2016-0309

1501 Inglewood Street – WITHDRAWN. NO ACTION REQUIRED.

Council District 9

HDP-2016-0310

1114 S. 5<sup>th</sup> Street

Council District 9

Proposal: Demolish a ca. 1947 house.

## **June, 2016:**

NRD-2016-0039

1826 W. 10<sup>th</sup> Street - Clarksville

Council District 9

Proposal: Demolish a ca. 1910 house.

NRD-2016-0044

1715 Summit View Place – West Line

Council District 9

Proposal: Demolish a ca. 1928 house.

NRD-2016-0045

1101 Lorrain Street – West Line

Council District 9

Proposal: Demolish a ca. 1950 house and garage apartment of undetermined age.

HDP-2016-0314

2709 Francisco Street

Council District 3

Proposal: Demolish a ca. 1954 house.

HDP-2016-0316

1710 Garden Street

Council District 3

Proposal: Demolish a ca. 1946 house.

HDP-2016-0317

2011 Schulle Avenue

Council District 10

Proposal: Demolish a ca. 1946 house.

HDP-2016-0319

5308 Bolm Road

Council District 3

Proposal: Demolish a ca. 1954 house.

HDP-2016-0329

2101 Maple Avenue

Council District 1

Proposal: Demolish a ca. 1956 house.

HDP-2016-0345

1807 Holly Street

Council District 3

Proposal: Demolish a house of undetermined age that was moved onto the lot in 1971.

HDP-2016-0347

1301 Perez Street

Council District 3

Proposal: Demolish a ca. 1965 house.

HDP-2016-0348

2540 Sol Wilson Avenue

Council District 1

Proposal: Demolish a ca. 1961 house.

HDP-2016-0351

2916 Garwood Street

Council District 3

Proposal: Demolish a ca. 1946 house.

HDP-2016-0353

105 San Marcos Street

Council District 3

Proposal: Demolish a ca. 1917 house.

HDP-2016-0364

1221 E. 6<sup>th</sup> Street

Council District 3

Proposal: Demolish a ca. 1890 house.

HDP-2016-0366

1104 W. 29<sup>th</sup> Street

Council District 9

Proposal: Demolish a portion of the house and construct a rear addition.

HDP-2016-0384

2117 Brackenridge Street

Council District 9

Proposal: Demolish a ca. 1948 duplex.

HDP-2016-0387

2010 E. 20<sup>th</sup> Street

Council District 1

Proposal: Demolish a house that was moved onto this site in 1969 from an unknown location.

HDP-2016-0388

1603 Shoal Creek Boulevard

Council District 9

Proposal: Demolish a ca. 1936 house.

HDP-2016-0389

3400 Cedar Street

Council District 9

Proposal: Demolish a ca. 1910 house.

HDP-2016-0390

1811 Madison Avenue

Council District 7

Proposal: Demolish a ca. 1951 house.

HDP-2016-0392

1310 Juliet Street

Council District 5

Proposal: Demolish a ca. 1939 house.

HDP-2016-0396

4531 Avenue F

Council District 9

Proposal: Demolish a ca. 1938 house.

HDP-2016-0401

Ben Garza Lane

Council District 8

Proposal: Demolish a ca. 1928 house modified in the 1960s, and several 1960s-era houses.

HDP-2016-0402

2201 Pennsylvania Avenue

Council District 1

Proposal: Demolish a house of unknown age that was moved to this site from Bergstrom Air Force Base in 1997.

HDP-2016-0403



1110 Fairmount Avenue  
Council District 9  
Proposal: Demolish a ca. 1946 house.

HDP-2016-0404  
905 Ethel Street  
Council District 5  
Proposal: Demolish a ca. 1951 house.

HDP-2016-0405  
2101 Pecos Street  
Council District 10  
Proposal: Demolish a ca. 1947 house.

HDP-2016-0406  
2713 W. 49½ Street  
Council District 10  
Proposal: Demolish a ca. 1952 house.

HDP-2016-0407  
4615 Lyons Road  
Council District 3  
Proposal: Demolish a ca. 1948 house.

HDP-2016-0409  
48 Waller Street  
Council District 3  
Proposal: Demolish a ca. 1961 house.

## **July, 2016:**

HDP-2016-0419  
2205 Bonita Street  
Council District 10  
Proposal: Demolish a ca. 1948 house.

HDP-2016-0434  
2105 Griswold Lane  
Council District 10  
Proposal: Demolish a ca. 1949 house.

HDP-2016-0436  
2500 S. 5th Street  
Council District 3  
Proposal: Demolish a ca. 1947 house.

HDP-2016-0440  
311 W. 55th Street  
Council District 4  
Proposal: Demolish a ca. 1948 house.

HDP-2016-0441  
2004 E. 22nd Street  
Council District 1  
Proposal: Demolish a ca. 1964 house.

HDP-2016-0447  
202 Montopolis Drive  
Council District 3  
Proposal: Demolish a ca. 1951 house.

HDP-2016-0450  
1603 Fairplay Court  
Council District 1  
Proposal: Demolish a ca. 1957 house.

HDP-2016-0451  
2201 Stamford Lane  
Council District 10  
Proposal: Demolish a ca. 1940 house.

HDP-2016-0452  
3904 Pete's Path  
Council District 10  
Proposal: Demolish a ca. 1950 house.

HDP-2016-0453  
107 W. Monroe Street  
Council District 9  
Proposal: Demolish a ca. 1937 house.

HDP-2016-0454  
86 Chalmers Avenue  
Council District 3  
Proposal: Demolish a ca. 1948 house.

HDP-2016-0456  
402 W. Mary Street  
Council District 9  
Proposal: Demolish a ca. 1953 house.

HDP-2016-0458  
901 West Avenue  
Council District 9  
Proposal: Almost total demolition of a ca. 1902 house.

HDP-2016-0467  
2408 Winsted Lane  
Council District 10

HDP-2016-0468 and HDP-2016-0469

1207 and 1209 W. 22½ Street  
Council District 9  
Proposal: Demolish twin ca. 1929-1930 houses now used as fourplexes.

HDP-2016-0471  
4008 Ridgelea Drive  
Council District 10  
Proposal: Demolish a ca. 1947 house.

HDP-2016-0473  
1901 Robinhood Trail  
Council District 10  
Proposal: Demolish a ca. 1940 house.

HDP-2016-0474  
1612 Forest Trail  
Council District 10  
Proposal: Demolish a ca. 1933 house.

HDP-2016-0475  
3703 Grayson Lane  
Council District 9  
Proposal: Demolish a ca. 1949 house.

HDP-2016-0476  
2706 Zaragosa Street  
Council District 3  
Proposal: Demolish a ca. 1956 house.

HDP-2016-0480  
1153 Perry Road  
Council District 3  
Proposal: Demolish a ca. 1950 house.

HDP-2016-0455  
1911 Richcreek Road  
WITHDRAWN BY STAFF – No action required.

## **August, 2016:**

NRD-2016-0061  
1618 Palma Plaza – Old West Austin  
Council District 9  
Proposal: Demolish a ca. 1932 apartment building.

NRD-2016-0065  
1713 W. 29<sup>th</sup> Street – Old West Austin  
Council District 10  
Proposal: Demolish a ca. 1940 house.

HDP-2016-0529  
500 Montopolis Drive  
Council District 3  
Proposal: Demolish a ca. 1935 former school for African-American children.

HDP-2016-0431  
1615 S. 2<sup>nd</sup> Street  
Council District 9  
Proposal: Demolish a ca. 1925 house.

HDP-2016-0479  
1513 Oxford Avenue  
Council District 5  
Proposal: Demolish a ca. 1950 house.

HDP-2016-0482  
1617 S. 2<sup>nd</sup> Street  
Council District 9  
Proposal: Demolish a ca. 1911 house.

HDP-2016-0484  
2011 Chestnut Avenue  
Council District 1  
Proposal: Relocate a ca. 1938 house to Taylor, Texas.

HDP-2016-0489  
1913 Rio Grande Street  
Council District 9  
Proposal: Demolish a ca. 1923 house.

HDP-2016-0491  
3009 Kuhlman Avenue  
Council District 1  
Proposal: Demolish a ca. 1954 house.

HDP-2016-0492  
1911 Rio Grande Street  
Council District 9  
Proposal: Demolish a ca. 1923 house.

HDP-2016-0493  
1108 Christie Drive  
Council District 3  
Proposal: Demolish a ca. 1969 house.

HDP-2016-0495  
2306 E. 10<sup>th</sup> Street  
Council District 1  
Proposal: Demolish a ca. 1936 house.

HDP-2016-0500

2723 Lyons Road

Council District 3

Proposal: Demolish a house that was moved onto the lot from an unknown location ca. 1972.

HDP-2016-0501

2800 E. Cesar Chavez Street

Council District 3

Proposal: Demolish a ca. 1929 commercial building.

HDP-2016-0505

1602 Walnut Avenue

Council District 1

Proposal: Demolish a ca. 1948 house.

HDP-2016-0506

2806 E. Cesar Chavez Street

Council District 3

Proposal: Demolish a ca. 1928 house.

HDP-2016-0507

4608 Speedway

Council District 9

Proposal: Demolish a ca. 1946 house.

HDP-2016-0508

1203 Cometa Street

Council District 1

Proposal: Demolish a ca. 1957 duplex.

HDP-2016-0509

310 Comal Street

Council District 3

Proposal: Demolish a ca. 1949 industrial building.

HDP-2016-0471

2906 S. 4<sup>th</sup> Street

Council District 3

Proposal: Demolish a ca. 1947 house.

HDP-2016-0511

1702 Kenwood Avenue

Council District 9

Proposal: Demolish a ca. 1936 house.

HDP-2016-0512

906 Linden Street

Council District 3

Proposal: Demolish a ca. 1953 house.

HDP-2016-0513

1806 Treadwell Street  
Council District 5  
Proposal: Demolish a ca. 1955 house.

HDP-2016-0522  
2205 Townes Lane  
Council District 10  
Proposal: Demolish a ca. 1948 house.

HDP-2016-00523  
4005 Balcones Drive  
Council District 10  
Proposal: Demolish a ca. 1953 house.

HDP-2016-0526  
1205 Deloney Street  
Council District 1  
Proposal: Demolish a ca. 1952 house.

HDP-2016-0527  
2010 Ashby Avenue  
Council District 5  
Proposal: Demolish a ca. 1947 house.

HDP-2016-0528  
1122 Estes Avenue  
Council District 1

HDP-2016-0530  
605 S. 3<sup>rd</sup> Street  
Council District 9  
Proposal: Demolish a ca. 1951 house.

HDP-2016-0531  
1815 Pasadena Drive  
Council District 7  
Proposal: Demolish a ca. 1952 house.

HDP-2016-0532  
4104 Sinclair Avenue  
Council District 10  
Proposal: Partial demolition of a ca. 1941 house to construct an addition.

HDP-2016-0535  
2920 E. 12<sup>th</sup> Street  
Council District 1  
Proposal: Demolish a house that was moved onto its current site in 1951.

HDP-2016-0536  
5403 Avenue F  
Council District 4

Proposal: Demolish a ca. 1948 house.

HDP-2016-0537

804 W. Oltorf Street

Council District 9

Proposal: Demolish a ca. 1951 house.

## September, 2016

NRD-2016-0063

2516 Harris Boulevard – Old West Austin

Council District 9

Proposal: Demolish a ca. 1935 house.

NRD-2016-0072

1808 Niles Road – Old West Austin

Council District 9

Proposal: Demolish a ca. 1936 house.

HDP-2016-0559

1709 E. 6<sup>th</sup> Street

Council District 3

Proposal: Demolish a ca. 1883 house.

HDP-2016-0566

2021 Ford Street

Council District 5

Proposal: Demolish a ca. 1950 house.

HDP-2016-0567

2005 Pequeno Street

Council District 7

Proposal: Demolish a ca. 1948 house.

HDP-2016-0568

4301 Shoalwood Avenue

Council District 10

Proposal: Demolish a ca. 1948 house.

HDP-2016-0569

801 Jewell Street

Council District 9

Proposal: Demolish a ca. 1936 house.

HDP-2016-0570

2630 Oak Crest Avenue

Council District 3

Proposal: Demolish a ca. 1948 house.

HDP-2016-0573

1131 Mason Avenue  
Council District 1  
Proposal: Demolish a ca. 1953 house.

HDP-2016-0580  
306 E. 32<sup>nd</sup> Street  
Council District 9  
Proposal: Demolish a ca. 1936 house.

HDP-2016-0591  
3012 Webberville Road  
Council District 1  
Proposal: Demolish a ca. 1955 house.

HDP-2016-0602  
2707 E. 3<sup>rd</sup> Street  
Council District 3  
Proposal: Demolish two ca. 1950 houses.

HDP-2016-0603  
3406 Bonnie Road  
Council District 10  
Proposal: Demolish a ca. 1952 house.

HDP-2016-0604  
1225 Hillside Avenue  
Council District 9  
Proposal: Demolish four houses on the same lot, the earliest of which is ca. 1949.

HDP-2016-0607  
2201 E. 22<sup>nd</sup> Street  
Council District 1  
Proposal: Demolish a house that was moved to the site ca. 1946.

HDP-2016-0608  
1506 Kinney Avenue  
Council District 5  
Proposal: Demolish a house that was either moved to this site or built ca. 1951.

HDP-2016-0616  
1300 Navasota Street  
Council District 1  
Proposal: Demolish a ca. 1915 house.

HDP-2016-0617  
1813 McKinley Avenue  
Council District 1  
Proposal: Demolish a ca. 1955 house.

HDP-2016-0618  
2504 E. 13<sup>th</sup> Street



Council District 1

Proposal: Demolish a ca. 1928 house.

HDP-2016-0619

2308 Oak Crest Avenue

Council District 9

Proposal: Demolish a house that was moved onto this site from an unknown location ca. 1955.

HDP-2016-0625

1000 N. Lamar Boulevard

Council District 9

Proposal: Demolish a ca. 1946 gas station.

HDP-2016-0626

1140 Northwestern Avenue

Council District 1

Proposal: Demolish a ca. 1972 duplex.

HDP-2016-0633

1701 E. Martin Luther King, Jr. Boulevard

Council District 1

Proposal: Demolish a ca. 1939 house and a ca. 1956 secondary dwelling.

HDP-2016-0634

1703 E. Martin Luther King, Jr. Boulevard

Council District 1

Proposal: Demolish a ca. 1940 house.

HDP-2016-0635

1707 E. Martin Luther King, Jr. Boulevard

Council District 1

Proposal: Demolish a ca. 1925 house that may have been moved onto this site around 1935.

HDP-2016-0637

1142 Gunter Street

Council District 3

Proposal: Demolish a ca. 1940 house.

HDP-2016-0638

3106 Govalle Avenue

Council District 3

Proposal: Demolish a house that was apparently moved to this site from an unknown location in 1951.

## **October, 2016:**

NRD-2015-0135 – Anderson-Wattinger-Sucke-Naishtat House

812 Theresa Avenue

Council District 9

Proposal: Demolish a ca. 1915 house.

HDP-2016-0640

1010 E. 13<sup>th</sup> Street

Council District 1

Proposal: Demolish a house that was moved onto this site in 1971 from an unknown location.

HDP-2016-0643

1606 Newton Street

Council District 9

Proposal: Demolish a ca. 1925 house.

HDP-2016-0644

2712 E. 3<sup>rd</sup> Street

Council District 3

Proposal: Demolish a ca. 1957 house leaving only structural walls.

HDP-2016-0653

1803 W. 37<sup>th</sup> Street

Council District 10

Proposal: Demolish a ca. 1950 duplex.

HDP-2016-0654

1811 Cedar Avenue

Council District 1

Proposal: Demolish a ca. 1925 house.

HDP-2016-0655

1404 Walnut Avenue

Council District 1

Proposal: Demolish a ca. 1948 house.

HDP-2016-0657

1106 Tillery Street

Council District 3

Proposal: Demolish a ca. 1951 house.

HDP-2016-0660

1311 Fort Branch Boulevard

Council District 1

Proposal: Demolish a house that was moved onto this site from an unknown location in 1965.

HDP-2016-0661

1307 Fort Branch Boulevard

Council District 1

Proposal: Demolish a house that was moved onto this site from an unknown location in 1964.

HDP-2016-0662  
3410 Pennsylvania Avenue  
Council District 1  
Proposal: Demolish a ca. 1953 house.

HDP-2016-0674  
2809 Bridle Path  
Council District 10  
Proposal: Demolish a ca. 1936 house.

HDP-2016-0692 – WITHDRAWN BY STAFF. No action necessary.  
2412 E. 11<sup>th</sup> Street  
Council District 1  
Proposal: Demolish a ca. 1937 house.

HDP-2016-0693  
2100 and 2102 Rosewood Avenue  
Council District 1  
Proposal: Demolish a ca. 1962 commercial building and the foundation of a previously-demolished commercial building.

HDP-2016-0694  
4406 Bellvue Avenue  
Council District 10  
Proposal: Demolish a ca. 1947 house.

HDP-2016-0696  
911 W. 22<sup>nd</sup> Street  
Council District 9  
Proposal: Demolish a ca. 1897 house.

HDP-2016-0697  
1504 Richcreek Road  
Council District 7  
Proposal: Demolish a ca. 1951 house.

HDP-2016-0698  
1408 E. 2<sup>nd</sup> Street  
Council District 3  
Proposal: Demolish a ca. 1897 house.

HDP-2016-0714  
1909 E. 9<sup>th</sup> Street  
Council District 1  
Proposal: Demolish a ca. 1941 house.

HDP-2016-0715  
1302 E.M. Franklin Avenue  
Council District 1  
Proposal: Demolish a ca. 1952 house.

HDP-2016-0716  
4006 Pete's Path  
Council District 10  
Proposal: Demolish a ca. 1948 house.

HDP-2016-0717  
903 W. Gibson Street  
Council District 9  
Proposal: Demolish a ca. 1946 house.

HDP-2016-0718  
2112 Thornton Road  
Council District 5  
Proposal: Demolish a house that is believed to have been built in 1936, or could have been moved onto the site in 1983.

HDP-2016-0719  
1808 Ford Street  
Council District 5  
Proposal: Demolish a ca. 1953 house.

HDP-2016-0720  
615 E. 49<sup>th</sup> Street  
Council District 9  
Proposal: Relocate a ca. 1938 house to Lockhart, Texas.

HDP-2016-0732  
1003 Fiesta Street  
Council District 3  
Proposal: Demolish a ca. 1972 house.

HDP-2016-0733  
1401 and 1403 E. 6<sup>th</sup> Street  
Council District 3  
Proposal: Demolish a ca. 1890 house and a ca. 1890 neighborhood grocery store.

HDP-2016-0734  
1803 Riverview Street  
Council District 3  
Proposal: Demolish a ca. 1941 house.

HDP-2016-0735  
2509 Hidalgo Street  
Council District 3  
Proposal: Demolish a ca. 1935 house.

HDP-2016-0736  
2108 E. 2<sup>nd</sup> Street  
Council District 3  
Proposal: Relocate a ca. 1925 house to Webberville Road.

## **November, 2016:**

NRD-2016-0089

2416 Hartford Road (Old West Austin)

Council District 9

Proposal: Demolish a ca. 1950 house.

HDP-2016-0718

2112 Thornton Road

Council District 5

Proposal: Demolish a house that is believed to have been built in 1936, or could have been moved onto the site in 1983.

HDP-2016-0733

1403 E. 6<sup>th</sup> Street

Council District 3

Proposal: Demolish a ca. 1890 house.

HDP-2016-0741

805-B W. Johanna Street

Council District 9

Proposal: Demolish a ca. 1946 house.

HDP-2016-0742

1221 Madison Avenue

Council District 7

Proposal: Demolish a ca. 1951 house.

HDP-2016-0744

505 Havana Street

Council District 3

Proposal: Demolish a ca. 1957 house.

HDP-2016-0745

1191 Greenwood Avenue

Council District 1

Proposal: Demolish a ca. 1963 house.

HDP-2016-0746

3409 Pennsylvania Avenue

Council District 1

Proposal: Demolish a ca. 1958 house.

HDP-2016-0747

3412 Pennsylvania Avenue

Council District 1

Proposal: Demolish a ca. 1925 house that was moved to its current site in 1961.

HDP-2016-0748

3413 Pennsylvania Avenue

Council District 1

Proposal: Demolish a ca. 1961 house.

HDP-2016-0749

3501 Pennsylvania Avenue

Council District 1

Proposal: Demolish a house of unknown age that was moved onto this site in 1956.

HDP-2016-0750

2808 Gonzales Street

Council District 3

Proposal: Demolish a ca. 1946 house.

HDP-2016-0751

1909 Collier Street

Council District 5

Proposal: Demolish a ca. 1955 house.

HDP-2016-0752

4615 Bull Creek Road

Council District 7

Proposal: Demolish a ca. 1954 house.

HDP-2016-0754

2816 Garwood Street

Council District 3

Proposal: Demolish a ca. 1947 house.

HDP-2016-0757

2006 New York Avenue

Council District 1

Proposal: Demolish a ca. 1938 house.

HDP-2016-0759

917 W. James Street

Council District 9

Proposal: Demolish a ca. 1946 house.

HDP-2016-0760

915 W. James Street

Council District 9

Proposal: Demolish a ca. 1946 house.

HDP-2016-0784

1411 Travis Heights Boulevard

Council District 9

Proposal: Demolish a ca. 1951 house.

HDP-2016-0785

1703 Perez Street

Council District 1

Proposal: Demolish a ca. 1966 house.

HDP-2016-0786  
3601 Grant Street  
Council District 1  
Proposal: Demolish a ca. 1961 house.

HDP-2016-0787  
1190 E.M. Franklin Avenue  
Council District 1  
Proposal: Demolish a ca. 1962 house.

HDP-2016-0788  
3502 Pennsylvania Avenue  
Council District 1  
Proposal: Demolish a ca. 1960 house.

HDP-2016-0789  
3602 Pennsylvania Avenue  
Council District 1  
Proposal: Demolish a ca. 1960 house.

HDP-2016-0790  
3616 Pennsylvania Avenue  
Council District 1  
Proposal: Demolish a house that was moved onto this site in 1966.

HDP-2016-0791  
3607 Grant Street  
Council District 1  
Proposal: Demolish a ca. 1961 house.

HDP-2016-0794  
7206 Bethune Avenue  
Council District 4  
Proposal: Demolish a ca. 1957 house.

HDP-2016-0795  
1903 Vista Lane  
Council District 10  
Proposal: Demolish a ca. 1947 house.

HDP-2016-0797  
914 E. 39<sup>th</sup> Street  
Council District 9  
Proposal: Demolish a ca. 1948 house.

HDP-2016-0799  
2506 Great Oaks Parkway  
Council District 7  
Proposal: Demolish a ca. 1958 house.

HDP-2016-0801  
1802 Maple Avenue  
Council District 1  
Proposal: Demolish a ca. 1951 house.

HDP-2016-0802  
1710 Chestnut Avenue  
Council District 1  
Proposal: Demolish a ca. 1936 house.

HDP-2016-0803  
2910 E. 3<sup>rd</sup> Street  
Council District 3  
Proposal: Demolish a ca. 1946 house.

HDP-2016-0804  
409 W. Live Oak Street  
Council District 3  
Proposal: Demolish a ca. 1950 house.

HDP-2016-0805  
4202 Ramsey Avenue  
Council District 10  
Proposal: Demolish a ca. 1939 house.

HDP-2016-0806  
2910 Govalle Avenue  
Council District 3  
Proposal: Demolish a ca. 1940 house.

HDP-2016-0807  
1808 Treadwell Street  
Council District 5  
Proposal: Demolish a ca. 1954 A.D. Stenger house.

HDP-2016-0812  
2012 Rundell Place  
Council District 5  
Proposal: Demolish a ca. 1953 house.

HDP-2016-0813  
1211 Cometa Street  
Council District 1  
Proposal: Demolish a ca. 1972 duplex.

HDP-2016-0814  
1213 Cometa Street  
Council District 1  
Proposal: Demolish a ca. 1972 duplex.

HDP-2016-0815



1301 Cometa Street  
Council District 1  
Proposal: Demolish a ca. 1972 duplex.

HDP-2016-0818  
2911 E. 4<sup>th</sup> Street  
Council District 3  
Proposal: Demolish a ca. 1950 house.

HDP-2016-0819  
2009 Bowman Avenue  
Council District 10  
Proposal: Demolish a ca. 1951 house.

HDP-2016-0820  
3321 E. Cesar Chavez Street  
Council District 3  
Proposal: Demolish a ca. 1952 house.

HDP-2016-0821  
3407 E. Cesar Chavez Street  
Council District 3  
Proposal: Demolish a ca. 1941 house.

HDP-2016-0822  
3513 E. Cesar Chavez Street  
Council District 3  
Proposal: Demolish a ca. 1946 house.

HDP-2016-0823  
1705 Leona Street  
Council District 1  
Proposal: Demolish a ca. 1938 house.

HDP-2016-0824  
1146½ Northwestern Avenue  
Council District 1  
Proposal: Demolish the remains of a ca. 1928 house.

HDP-2016-0825  
3012 E. 14½ Street  
Council District 1  
Proposal: Demolish a ca. 1956 house.

HDP-2016-0826  
1703 Sanchez Street  
Council District 1  
Proposal: Demolish a ca. 1956 house.

HDP-2016-0827  
2004 E. 8<sup>th</sup> Street

Council District 1  
Proposal: Demolish a ca. 1939 house.

## **December, 2016:**

NRD-2016-0093  
2803 Wooldridge Drive (Old West Austin)  
Council District 9  
Proposal: Demolish a ca. 1940 house.

HDP-2016-0831  
1604 Kerr Street  
Council District 5  
Proposal: Demolish a ca. 1936 house.

HDP-2016-0833  
1823 W. 36<sup>th</sup> Street  
Council District 10  
Proposal: Demolish a ca. 1915 house that was moved to the current site ca. 1954.

HDP-2016-0834  
3313 Hemlock Avenue  
Council District 9  
Proposal: Demolish a ca. 1951 house.

HDP-2016-0856  
4000 E. 12<sup>th</sup> Street  
Council District 1  
Proposal: Demolish a ca. 1953 house.

HDP-2016-0860  
1107 Estes Avenue  
Council District 3  
Proposal: Demolish a ca. 1957 house.

HDP-2016-0865  
4303 Bellvue Avenue  
Council District 10  
Proposal: Demolish a ca. 1948 house.

HDP-2016-0870  
1708 Bouldin Avenue  
Council District 9  
Proposal: Demolish a ca. 1936 house.

HDP-2016-0873  
608 Kinney Avenue  
Council District 5  
Proposal: Demolish a ca. 1930 house.

HDP-2016-0881

901 E. 6<sup>th</sup> Street

Council District 3

Proposal: Demolish a ca. 1928 auto repair garage and a ca. 1926 house.

HDP-2016-0899

2205 Chestnut Avenue

Council District 1

Proposal: Demolish a ca. 1940 house.

HDP-2016-0905

810 W. Live Oak Street

Council District 9

Proposal: Partial demolition of a ca. 1899 house.

HDP-2016-0906

1807 Haskell Street

Council District 3

Proposal: Partial demolition of a ca. 1949 house.



### Council Question and Answer

**Related To**

Item #46

**Meeting Date**

January 26, 2017

### Additional Answer Information

**QUESTION:** 1) Since July of 2015, how many cases received a majority vote in support of historic zoning but not a two-thirds majority of the members of the Historic Landmark Commission (when a record owner protested the zoning)? 2) How many demolition permits were released for properties for which the Preservation Officer recommended initiating (H) zoning? 3) Please list numbers of demolitions by month since July 2015. When possible, please list by City Council district. MAYOR PRO TEM TOVO'S OFFICE

**ANSWER:**

1. *Since July of 2015, how many cases received a majority vote in support of historic zoning but not a two-thirds majority of the members of the Historic Landmark Commission (when a record owner protested the zoning)?*

1. Pinson-Owens House, 901 Dawson Road
2. Ben and Maude Leifeste House, 3108 Grandview Street
3. Griffin-Murphy-Allen House, 1175 San Bernard Street
4. Cherico-Franzetti-Arriaga House, 1403 E. 6th Street.

2. *How many demolition permits were released for properties for which the Preservation Officer recommended initiating (H) zoning?*

The four above. We had a number of cases where staff recommended the initiation of a historic zoning case, but then either worked out a deal to preserve the house without historic zoning or changed the recommendation to release the permit based upon additional information that was not available at the first hearing.

3. *Please list numbers of demolitions by month since July 2015. When possible, please list by City Council district.*

<https://data.austintexas.gov/Permitting/Total-Demos-07-2015-to-01-2017/5mj9-f4bx#column-menu> .





Hi All,

Thanks for your patience in waiting for the response. I added responses to the questions in a different color and underlined them. I am having a figure prepared to show where the sewage generated in your neighborhood area goes. The figure will come in a separate email.

Please contact me if you have any additional questions.

Mike Russ  
**Supervising Engineer**  
City of Austin | Austin Water, Collection System Engineering Division  
512-972-2054 | C: 512-699-0103



**From:** Michael Fossum [<mailto:mfossum@austin.rr.com>]  
**Sent:** Wednesday, December 14, 2016 3:52 PM  
**To:** Russ, Michael <[Michael.Russ@austintexas.gov](mailto:Michael.Russ@austintexas.gov)>; 'Greg Waner' [REDACTED]  
[REDACTED] 'zoila vega' [REDACTED]; 'Jim O'Brien' [REDACTED]  
[REDACTED] 'mariocantu' [REDACTED]; 'treebrune' [REDACTED]  
**Cc:** Smith, Connie <[Connie.Smith@austintexas.gov](mailto:Connie.Smith@austintexas.gov)>; Sweat, Kevin  
<[Kevin.Sweat@austintexas.gov](mailto:Kevin.Sweat@austintexas.gov)>; Whatley, Ronnie <[Ronnie.Whatley@austintexas.gov](mailto:Ronnie.Whatley@austintexas.gov)>; 'Gilbert  
Lane' [REDACTED] 'Josh Awalt' [REDACTED]; Singleton, Micheal  
<[Micheal.Singleton@austintexas.gov](mailto:Micheal.Singleton@austintexas.gov)>  
**Subject:** RE: Williamson Creek Pipe Lining Update - link to draft plans

Hi Mike:

Thank you for the update on the sewer line repair. It is great that you have found a way to access the northern creek bank without the planned stream crossing. I have not looked at the plans in detail yet, I will let you know if I have any questions or comments.

I have questions concerning the capacity of the sewer line. In one of our meetings, or when we were walking the area, I recall someone stating that the line was in dire need of repair, and is at full capacity. This is of concern to us as there are new condo and apartment developments being built on Congress Avenue, and more developments in the pipeline. I assume that these new developments have been or will be hooked up to the sewer line you are repairing. The area that we are concerned with is defined in our neighborhood plan, with the area boundaries being Ben White Blvd. to the north, South 1<sup>st</sup> Street to the west, IH 35 to the east, and William Cannon Drive to the south. The neighborhood contact team was visited by some folks from the city who told us that they were doing a preliminary study for an interceptor line to be located at the sewer line you are repairing by Wasson Road, to go south along Congress to William Cannon, and then out to Onion Creek. The intent is to take sewage from upstream of that location and route it away from the existing line. Some questions follow:

Is the sewer line that you are repairing at capacity now? The existing sewer line is near capacity now. To clarify, the project currently underway is to address the condition of the current wastewater line. It will be repaired by installing a new liner on the interior of the pipe, similar to a heavy duty coating. This will protect the sewer pipe and extend its useful life for many years to come. A new project, which just started, will address capacity, recent growth, and expected growth in the service area. Because new capital improvement projects take many years to plan, design, and construction, we have started this project to insure the new project is completed before the pipe reaches capacity. Austin Water plans to have several town hall meetings to discuss this new project and we will be sure to invite you and your neighborhood association to these meetings.

If the capacity is exceeded, can the sewage flow out of the manhole covers located in the creek bed? Yes, this is possible, however, Austin Water installs bolted and gasketed manhole lids in all creeks.

If the capacity is exceeded, can the sewage back up into people's homes? This is highly unlikely. The main in the creek is so much lower than the finished floor of the houses, so any backups will normally flow out of the lowest elevation.

Does being at capacity increase the chances for a line break or sewage spill? As noted before the line is near capacity. In general, sewer lines fail due to their condition, age, and reaching the end of their useful life. Sewage spills are also caused by debris, blockage, and occasionally during severe rain events, when the sewer systems are damaged during these storm events or the rainfall inundates the wastewater collection system. It should be noted that Austin Water has an active maintenance and operation program to minimize and prevent wastewater overflows and sewage spills.

If the capacity is exceeded, is there any part of the line that is more likely to break? Not really. If there is a failure in the wastewater collection system, it will be at the weakest point, which could be at the pipe or manholes. We have also seen failures in areas of exposed pipe; however, we are not aware of any exposed pipe in this specific project area.

Does all the sewage in the area I defined above flow into this line? No. Some flow crosses Ben White to the north and there is another crossing of IH 35 south of Stassney. I'll send a separate email with a figure created from our GIS system to show the wastewater flow in your neighborhood area.

Is there a map of the sewer lines in our area, showing what homes etc. drain into those lines?

Yes. Please see the map that will be sent separately.

Mario Cantu, the Chairman of our contact team, also had some questions:

How long will the project take to complete assuming no weather delays or unexpected problems? The lining of the existing pipe to address the current condition is anticipated to last approximately 4 to 6 months. We anticipate 2 months of preparation to be ready to line during which the route will be cleared, rock placed as a driving surface, and the bypass piping and pumps installed. The liner will be installed as 6 pieces, or

installations, over a month. The removal of the rock and vegetation restoration should take about a month. The best case scenario is a duration of 4 months of activity in the creek area. Rains or the threat of rains could delay work along the creek.

Are there any worst-case scenarios for the project (e.g. pipe break, truck overturn), and how likely are any of those to happen? As with all construction work, there are some risks; however, the project team is working to properly plan and mitigate these risks. The largest risks we see are the bypass pumping of the sewage during the construction work and lining of the pipe. To address this risk, we leak test the bypass pipes prior to the start of the bypass and provide staff on site during bypass pumping operations.

Are there any unexpected events related to the project that could happen that could result in residents being forced to leave their homes? Extremely unlikely. This work is routine for the contractor. We cannot foresee any such events to cause an evacuation.

Thank you for your hard work. I look forward to hearing from you. Thank you for your interest and questions.

Best regards,

Michael Fossum

512-739-5472

From: Russ, Michael [<mailto:Michael.Russ@austintexas.gov>]

Sent: Monday, December 12, 2016 4:12 PM

To: 'Greg Waner' [REDACTED]; 'jmdonalds@att.net' [REDACTED]; zoila vega [REDACTED]; [REDACTED]; "Jim O'Brien" [REDACTED]; "mariocantu" [REDACTED]

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The plans are draft and don't show the DriveTime access yet, they show coming of the back of the Fiesta lot. As far as schedule, I am hopeful for late spring/early summer.

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Below is a link to draft plans:

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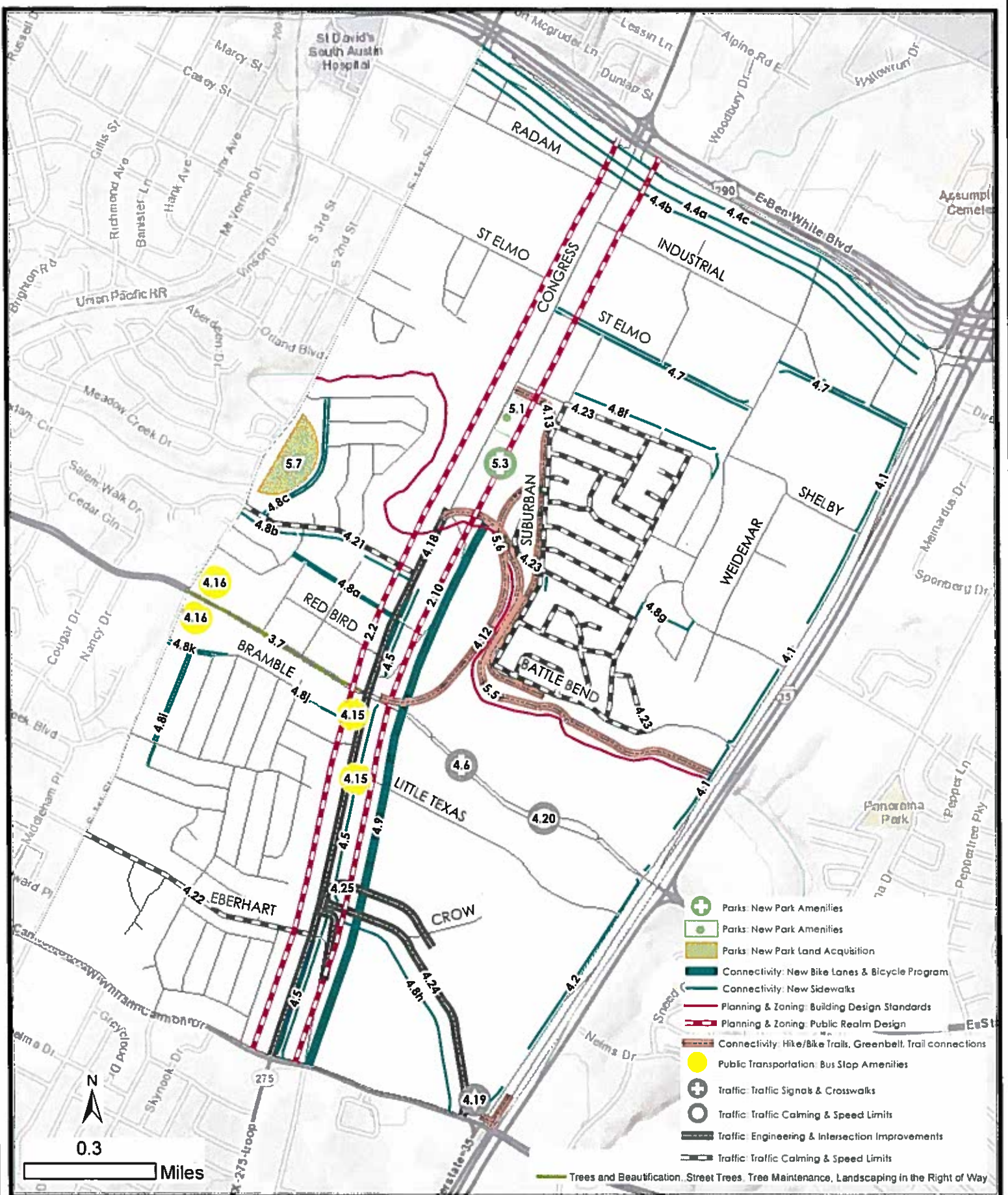
Mike Russ

**Supervising Engineer**

City of Austin | Austin Water, Collection System Engineering Division

512-972-2054 | C: 512-699-0103





South Congress Combined Neighborhood Plan Area-CIP Recommendations 5/9/2013

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